



**U.S. GENERAL SERVICES ADMINISTRATION
PROPERTY ACQUISITION AND REALTY SERVICES
ASSET ACQUISITION AND DEPLOYMENT [5PEQ]
GREAT LAKES REGION**

U.S. GOVERNMENT LEASE OF REAL PROPERTY

**COOPERATIVE USE OUTLEASE
NUMBER GS-05B-33062**

**FOR THE FIRST FLOOR OF THE
U.S. RAILROAD RETIREMENT BOARD BUILDING
844 NORTH RUSH STREET
CHICAGO, ILLINOIS 60611**

GSA BUILDING NUMBER IL0033ZZ

November 1, 1997

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1. THIS LEASE

No. GS-05B-33062, entered into this first day of November, 1997, (the execution date of the Lease), by and between the United States of America, hereafter called the Lessor or the Government, and Rush Development, Inc., hereafter called the Lessee or the Developer, whose address is 535 North Michigan Avenue, Suite 200, Chicago, Illinois 60611 (Telephone 312/644-2313) to use and occupy the property hereafter described (the Premises) under the terms and subject to the conditions contained herein.

2. PREMISES (BLOCKS A, B, AND C)

The Lessor hereby leases to the Lessee the following described Premises consisting of Blocks A, B, and C together in their entirety, from top of floor to underside of structural slab of second floor, approximately 17,598 net usable square feet (hereafter called the Premises), on the first floor of the United States Railroad Retirement Board Building located at 844 North Rush Street, Chicago, Illinois 60611:

Block A - Approximately 8,242 square feet of first floor space as delineated on the attached drawing labeled "Exhibit 1."

Block B - Approximately 2,895 square feet of first floor space as delineated on the attached drawing labeled "Exhibit 2".

Block C - Approximately 6,461 square feet of first floor space as delineated on the attached drawing labeled "Exhibit 3".

Additional Storage Option. Lessee shall have the option to secure additional storage space of up to 1,000 net usable square feet for the storage of outdoor seating chairs and tables at a location to be agreed upon by Lessee and the USRRB Director of Supply and Service, and implemented by GSA through a Supplemental Lease Agreement. The duration of the storage option shall be coterminous with this Lease GS-05B-33062, and if the option is executed, all applicable terms and conditions of this Lease GS-05B-33062 shall apply to the additional storage area in full force and effect. Fair annual rent for the additional storage space, payable to the Government for the first full year (12 months) of use shall be beginning in 1997, with a three percent (3%) annual rent escalation thereafter.

All blocks of space being located in the U.S. Railroad Retirement Board Building (the USRRB building), 844 North Rush Street, Chicago, Illinois 60611.

*The square footage of all blocks of space included in the Premises shall be measured as "net usable space" according to FPMR Temp. Reg. D-76, Attachment A, August 2, 1991 ["Exhibit 4"], and will be determined as provided for in Article 6 below.

3. PURPOSES OF LEASE

Subject to the restrictions specified in Article 42 concerning the Randolph-Sheppard Act, and the additional restrictions in Article 43, and elsewhere in this Lease, the Premises covered by this Lease as described in Article 2 above are leased to the Lessee exclusively for the following purposes:

Block A, Food Service and Other Retail Tenants.

Lessor and Lessee agree that at all times during the term of this Lease, there shall be at least one fast food or low priced food service provider in the Premises, and that initially Lessee shall sublease Block A to a food service provider. As an incidental part of the food service operation, the food vendor shall be permitted to sell alcoholic beverages for consumption in Blocks A, B, and C subject to the Lessee obtaining all required City and State liquor licenses. The Lessee and the Sublessee selling alcoholic beverages, shall comply with the Illinois Dram Shop Law, and no provision in this Lease shall be construed to extend any immunity to the Lessee or Sublessee concerning any provision in this Law.

Customers of the food services shall not be permitted to either leave the food service areas with any alcoholic beverage, or to bring alcoholic beverages into the food service areas from outside sources. It is agreed that the food service areas shall include all outdoor seating areas on sidewalks adjacent to the USRRB Building. Customers shall be subject to arrest by the Government's security personnel if they violate this restriction. The Lessee shall make its food service customers aware of this restriction by placing adequate (type, size, number, location) notice(s) of this rule within the Premises.

Blocks B and C, Food, IDORS, and Other Retail Tenants. Blocks B and C, or suitable approved portions thereof, [the south end], shall be used for a food service or a moderately priced restaurant, an Illinois Department of Rehabilitation Services [IDORS] Gift Shop, and other retail tenants as approved by the Government.

The Lessee shall not enter into any Sublease for Blocks A, B, and C, or any portion thereof which has a term that exceeds the term of this Lease as specified in Articles 4 and 5 below.

4. INITIAL TERM

The initial term of this Lease shall be for a period of fifteen (15) years commencing on the execution date indicated above in Article 1. It will terminate at 11:59 p.m. on the day prior to the fifteenth anniversary of the commencement date, unless the Lessee exercises its option(s) to renew this Lease in accordance with the provisions of the following Article 5.

5. RENEWAL OF LEASE

This Lease may be renewed at the option of the Lessee for up to three (3) additional periods of five (5) years each, provided that the Lessee gives the Lessor prior written notice of its intent to renew the Lease, upon the later to occur between (i) six (6) months prior to the expiration of the then current term or (ii) fifteen (15) days after Lessee receives written notice from Lessor requesting a decision regarding said notice to be given before the end of the initial Lease term or the end of the then current renewal period. Each renewal period will terminate at 11:59 p.m. on the day prior to the fifth (5th) anniversary of the then current renewal period. In no event will the term of this Lease, including any renewal periods, exceed 30 years from the commencement date.

6. RENT

Base Rent. Lessee's annual net effective base rent per net usable square foot for the Premises, approximately 17,598 net usable square feet, payable to the Government for the first full year (12 months) of operation shall be \$12.00 per net usable square foot, with a three percent (3%) annual rent escalation thereafter. Annual base rent per net usable square foot shown in Exhibit 5 shall be multiplied by the net usable square footage of the Premises to determine the annual base rent payable for each given year. The annual base rent derived above shall be divided by twelve (12) to determine the monthly base rent to be paid in advance by the Lessee during each year beginning with the first full year of operation.

The net usable space square footage of the Premises will be determined by a certified survey of the Premises to be provided and paid for by the Lessee. The Government and Lessee shall have a representative present when the survey of the Premises is taking place to ensure accuracy. Upon completion of the survey, the Government and Lessee shall have the right to review and approve the survey for accuracy.

The first full year of operation and the Lessee's obligation to commence payment of annual base rent for the Premises described above shall commence one calendar year

(365 days) after the execution date of this Lease. This one time reduction in the base rent for a limited period of one year allows for Lessee's recovery of build-out and start up costs which are fixed in relation to the initial low revenue stream pending the establishment of vendor subleases and vendor clientele.

Percentage Rent. In addition to the annual base rent, commencing on the completion of the second anniversary of the execution date of this Lease, Lessee shall also pay the Government each Lease year, five percent [5%] of the Lessee's total annual gross revenue derived from all Sublessees in excess of a given dollar amount breakpoint to be determined by Supplemental Lease Agreement to be executed by both parties upon completion of the second anniversary of the execution date of this Lease.

All rent payments are to be made monthly in advance. Rents for a partial month shall be prorated based on the number of days in the month of proration. Annual and monthly base rent payable for the Premises, for years one (1) through fifteen (15) as well as base rent for the renewal periods (if Lessee exercises its right to renew this Lease) are shown in Exhibit 5, Rental Rate Schedule.

All rental payments shall contain the Lease Number GS-05B-33062, be made payable to the order of the "General Services Administration," and shall be mailed or delivered to:

General Services Administration
Finance Division 7BCR-P
P.O. Box 70697
Chicago, Illinois 60673

The Lessee must mail rental payments in sufficient time so that the rental payment is received on or before the fifth day of each month.

Unless specifically stated to the contrary elsewhere in this Lease, the Lessee is responsible for providing and paying the cost of all utility distribution and consumption within the demised Premises, and for all supplies, janitorial services, or other items required in connection with its management and operation of the Premises. The Government is not responsible for providing, or paying the cost of, any item or service not expressly identified as the Government's responsibility in Article 53 of this Lease other than structural elements of the building not caused by the negligent acts of Lessee (e.g., the roof, foundation, columns).

7. CONDITION OF PREMISES

The Lessor and Lessee have conducted a joint inspection and physical survey and are aware of the condition of the Premises. The Lessee agrees to accept the Premises in

its present condition except for latent conditions that may become known subsequently. This acknowledgment of the Lessee applies only to the Premises identified in this lease and does not include areas outside the Premises or the structural elements of the building. The Lessor acknowledges responsibility for latent conditions in the building, including but not limited to removal or remediation of any hazardous materials to comply with applicable law. It is further understood that the Premises are hereby leased without any additions, improvements, or alterations thereto. The joint physical survey and inspection report of the Premises shall be made as of the Commencement Date reflecting the then present condition of the Premises. The report will be signed on behalf of the parties hereto.

8. ALTERATIONS AND IMPROVEMENTS

After the Lessee's initial build-out of the space which is covered by Article 45, the Lessee shall have the right from time to time, during the term of this Lease, to make such alterations, changes and improvements to and within the Premises, including the installation of a mezzanine level within Blocks A, B, and C, consistent with the purpose for which the space is leased provided that such work, when complete, will not involve the structural integrity or soundness of the Railroad Retirement Board Building, and will not negatively impact its mechanical, electrical, security, fire and life safety, or other major building system(s). Lessee shall be responsible for the cost and repair to the building's structural integrity and soundness caused by the negligence of Lessee. Lessee shall at its own expense, as provided in Article 53 of this Lease, have the right to tap into all of Lessor's current utilities, fire and life safety systems, and to run venting through the roof in accordance with plans to be approved by Lessor, such approval not to be unreasonably withheld. The Government shall provide access to permit Lessee to run black iron duct through the building through the roof. However, before undertaking any alterations, changes or improvements, the Lessee must obtain the Government's prior written approval for the intended work, which approval will not be unreasonably withheld. The Lessee shall furnish all plans and specifications reasonably requested by the Government to permit the Government to make its decision with regard to whether or not the alteration should be approved.

If, after receipt of all necessary information on which to base its decision, the Government has not responded in writing to the Lessee concerning the proposed alterations within thirty (30) days, the Lessee's proposed alterations will be deemed to have been approved by the Government. If, however, the Government has comments, concerns, or objections to the Lessee's proposed alterations, and the Government notifies the Lessee of same within this 30 day review period, the Government's comments, concerns, or objections must be resolved in a manner satisfactory to the Government before the Lessee will be allowed to proceed with the work.

The U. S. Railroad Retirement Board houses mission critical data operations which are located on the second floor. The current mezzanine level and all current utilities will be removed by Lessee pursuant to plans to be approved by the Government, such approval not to be unreasonably withheld. Currently, the mezzanine is separated from the first floor by a suspended ceiling. To prevent any adverse impact to these operations, the Lessee, at the initial build-out, will provide for physically isolating the first floor and the new mezzanine level from the second floor space. This will include a fire/smoke stop and any other engineering requirements which will be specified by Government engineers depending on the intended use of the leased space.

Lessee build-out alterations and improvements are subject to the Section 106 review process of the National Historic Preservation Act of 1966, as amended [36 CFR 800]. Built in 1923, the Railroad Retirement Board Building is eligible for historic status. According to a General Services Administration Historic Buildings Preservation Plan [HBPP] issued 10/29/93, Lease Premises Blocks A, B, and C are classified as 4A free zone tenant areas which do not contribute to the historic significance of the building [see Exhibit 6 attached hereto and made a part hereof]. The report recommends that:

"Because of the limited amount and insignificant nature of historic fabric, the tenant areas of the building have been classified as free zones. There is limited risk to the historic fabric of the building in further altering these areas. As rehabilitation and alterations are undertaken, the original offices should be retained in their original configuration and detail [HBPP, 10/29/93, p.10]. "The HBPP report classifies the building exterior as a 2C preservation-rehabilitation zone which contributes to historic significance of the building [Exhibit 6]. The report recommends that: "Because of the simple materials, modest detailing, and newer windows and storefronts, the buildings exterior is classified as a 2C rehabilitation zone. Original materials should be retained and rehabilitated, to the greatest extent possible. As further renovations to the building are considered, especially at the ground floor and windows, consideration should be given to returning the configuration of the openings to more closely replicate their original appearance. The restoration of the masonry should include careful matching of original brick and mortar colors [p.9]. "All proposed design work must be submitted to the undersigned Contracting Officer who will, in turn, submit same to the GSA Regional Historic Preservation Officer for review and submittal to the Illinois State Historic Preservation Office (ILSHPO) for review and comment in accordance with Section 106 of the National Historic Preservation Act, as amended.

9. MAINTENANCE OF PREMISES

The Lessee shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessor, his agents or employees, maintain in good working order, repair and tenantable condition the Premises, including the

building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this Lease.

10. CARE OF PREMISES

Lessee and all Sublessees shall use reasonable care in its occupancy and use of the Premises. Upon the expiration or termination of this Lease, Lessee shall vacate the Premises, remove its property there from and promptly yield and place the Lessor in peaceful possession of the Premises, free and clear of any liens, claims, or encumbrances caused by the Lessee, any of its Sublessees, or any of its contractors or agents, and in as good condition as the Premises existed at the commencement of this Lease, ordinary wear and tear excepted.

11. HOLD HARMLESS

The Lessee agrees that it shall indemnify and save and keep harmless the Government (Lessor) against any and all loss, cost, damage, claims, expenses or liability whatsoever because of injury or death of persons or damage to property of others incurred in the use or operation of the property or in connection with the occupancy thereof. The Lessee shall promptly pay and settle, or cause to be removed, all claims against any of the property which affect the rights of the Government hereunder and will appear in and defend any action or proceeding purporting to affect the rights or powers of the Government under this contract and the Lessee will pay all expenses incident thereto.

Nothing in this agreement shall abrogate the Government's liability under the Federal Tort Claims Act (Title 28, U. S. Code Section 1346(b), 2671-2680) for damages, injuries or deaths which may occur due to the actions or omissions of its employees, officers or officials.

12. MUNICIPAL AND STATE LAWS

As a minimum, Lessee shall comply with all applicable Municipal and State Laws, ordinances, and regulations; and obtain and pay for all licenses and permits as may be required to operate the Premises for its intended purpose. In addition, wherever the following are more stringent, the facility shall also comply with all applicable Facility Standards (PBS PQ 100); national codes (NEC for electrical, NFPA for life safety and UBC for seismic resistance); and the Uniform Federal Accessibility Standards (UFAS). Stringency shall be that which assures the highest level of quality, occupant safety, and accessibility of the facility.

13. HAZARDOUS OR ANNOYING USE OF THE PREMISES

Lessee agrees not to use the Premises in any way, which in the judgment of the Lessor poses a hazard to the Lessor, the Premises, other Lessees or tenants, or the U.S. Railroad Retirement Board Building in part or whole, nor shall Lessee use the Premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others. Notwithstanding the foregoing, the Lessor acknowledges that the operation of the food court/service will produce odors, noise and pedestrian traffic generally associated with such use. Lessee will exercise reasonable care in cooperation with the building management to ensure that these do not become a problem for the other occupants and visitors to the building.

14. COMPLIANCE WITH PUBLIC BUILDINGS RULES AND REGULATIONS

Lessee, Lessee's agent, employees, Sublessees, invitees, or visitors, shall comply fully with all Rules and Regulations Governing Public Building and Grounds as now posted or subsequently amended. Provided, however, at all times, the Sublessee's who operate a sit down restaurant shall be permitted to maintain a smoking section within the Premises in accordance with Executive Order 13058 dated August 9, 1997, attached hereto as Exhibit 7.

15. RIGHT OF INSPECTION

The Lessor reserves the right to enter the Premises at all reasonable hours to inspect, exhibit, or to make such repairs additions or alterations as Lessor considers necessary for the safety, improvement, or preservation of the Premises or any part thereof. The cost of any such work which is the Lessee's responsibility will be billed to the Lessee and promptly paid for by the Lessee to the Government. However, if the repair, addition, or alteration does not involve an emergency situation and is the responsibility of the Lessee, the Government shall first give the Lessee written notice of the need for such work, and shall request that the Lessee perform the work. The Lessee shall be allowed fifteen (15) days to respond to such notice before the Government proceeds with the work.

16. INSURANCE

In addition to any other policies of insurance the Lessee may elect to carry to protect its interests and cover its obligations under this Lease, the Lessee shall at all times throughout the term of this Lease, including any renewal periods, at its own cost and expense, maintain the following types and minimum amounts of insurance for the

benefit of the Lessor and Lessee. In addition to the Premises as defined in Article 2 of this Lease, said insurance shall also cover all outdoor seating areas located on sidewalks adjacent to the USRRB Building, and all additional storage space, if any, authorized by the Lessor for use by the Lessee or its Sublessees subsequent to the execution of this Lease.

- A. Comprehensive general public liability insurance insuring against any and all liability for personal injury to or death of persons or loss of damage to property occurring on, in, or about the Premises in an amount of not less than two million dollars (\$2,000,000.00) with respect to any one person, and at least five million dollars (\$5,000,000.00) with respect to any one accident, and at least one million dollars (\$1,000,000.00) with respect to any property damage to the Premises.
- B. Comprehensive property damage insurance, including loss or damage by leakage from the sprinkler system or fixtures and equipment installed by the Lessee or any Sublessee, in the amount of five million dollars (\$5,000,000.00) covering damage to the U.S. Railroad Retirement Board Building extending beyond the Premises and arising out of the Lessee's or any sublease's use or occupancy of the Premises.
- C. Loss of rental covering, to the extent possible, Lessee's rental income from Subleases for a period of twelve (12) months following the date of an insured casualty.

The insurance coverages shown in Articles 16.A. and 16.B. above shall be adjusted annually to reflect the annual increases, but not decreases, in the Consumer Price Index. The insurance coverage required by Article 16.C. shall be adjusted not less than annually to reflect the Lessee's then current annual rental income from subleases (adjusted on a pro-rata basis to include any space which may be vacant at the time of the adjustment).

In addition to the above coverages, at any time during the term of this Lease, when improvements are in the process of construction, repair, or the Premises is being altered and the value of such work exceeds \$100,000, the Lessee shall provide and keep in force, at its own expense the following:

- D. Workman's compensation insurance covering all persons employed in connection with the construction work.
- E. Comprehensive general public liability insurance expressly covering the hazards arising from the construction work with limits of not less than one million dollars (\$1,000,000.00) per person, three million dollars (\$3,000,000.00) per accident; and three million dollars (\$3,000,000.00) for property damage.

Losses payable under the insurance required by this Article 16 (except for the liability insurance) shall be applied by the Lessee to the extent possible in the following manner:

- F. Casualty losses: Restoration, repairing replacing or rebuilding the improvements so damaged or destroyed, excess being equitably proportioned between the Lessee and Government.
- G. Rental interruption insurance: will be paid to the Government up to the amount of the usual rent, any excess to the Lessee.

The Lessee shall deliver to the Contracting Officer true and complete copies of such policies of insurance within thirty (30) days of delivery of the Premises as ready for occupancy and thereafter with proof of renewal of such policies of insurance within thirty (30) days prior to the expiration of the terms of such policies. The policies of insurance each shall provide for thirty (30) days advanced written notice to the Contracting Officer prior to any cancellation, termination or modification of such coverage and shall name the Government as an additional insured. The policies of insurance required to be carried by Lessee hereunder shall be issued by financially solvent and responsible best-rated insurance companies licensed and authorized to do business in the State of Illinois and satisfactory to the Government. Nothing in this Lease shall be construed as relieving the Lessee from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessee.

17. FAILURE TO PAY RENT OR ABANDONMENT

If the Lessee should fail to pay the rent provided for by this Lease, or should abandon the Premises, then the Lessor, at its option and after giving the Lessee thirty (30) days written notice to comply with the Lease requirements may: (a) declare this lease ended and terminated and may reenter the Premises and remove all persons or things therefrom, and the Lessee, except as noted above in this Article, hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on authority hereby granted the Lessor by the Lessee to dispose of such personal property left in the Premises as deemed in the best interest of the United States of America (Government) and Lessee shall be liable for such damages as the Lessor may incur. The Government reserves the right to terminate the Lease in its entirety if the Lessee fails to make rental payments, or is late and without due excuse in making rental payments, for two consecutive months.

18. STATE OR LOCAL TAX

In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee. However, the United States of America (Government) is and will remain the owner of the real property (the Premises) which is the subject of this leasehold. Lessor and its successors or assigns will remain responsible for all matters relating to a state or local assessment of real estate taxes.

19. RESTRICTIVE PROVISION

No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Lease agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if this agreement should be for the general benefit of such corporation or company.

20. SIGNAGE

The Government agrees that the Lessee at its own expense, shall have the right to have signage and awnings, of a design and at locations to be reviewed and approved by the Government. The Lessee is required to submit its conceptual design, final drawings, and precise location for all signage and awnings to the Government for review and approval. Information concerning the proposed signage and awnings must include drawings, materials, colors, specifications and such other information requested by the Government in sufficient detail for the Government to evaluate the proposal. The design, materials, colors and other aspects of any proposed signage and awnings also must be reasonably consistent with the esthetics of the building design.

The Lessee is not permitted to attach any signage or awnings to any marble surface of the building. The final, exact location of the signage and awnings must be approved by the Government. It should also be noted that the Lessee is required to obtain the approval of the City of Chicago for the signage proposed for the public sidewalk. The Government's "approval" of these locations is only intended to indicate that the Government has "no objection" to appropriately designed signage and awnings placed in these locations. It is the sole responsibility of the Lessee to obtain and pay for any and all approvals required by and from the City of Chicago for signage placed and awnings at these locations.

The Lessee shall not be allowed to advertise the presence of the food services or other retail operations through any other means on the site, the Premises, or the adjacent

public areas. This prohibition includes the dispensing of any leaflets or flyers on the sidewalk and/or having any persons on the sidewalks adjacent to the U.S. Railroad Retirement Board Building soliciting business for any of the vendors in Blocks A, B, or C.

21. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this Lease without liability, or in its discretion, to require Lessee to pay in addition to the Lease price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

The Government also acknowledges that it has not employed any brokers or agents to secure this Lease with the Lessee.

22. FAILURE TO INSIST ON STRICT PERFORMANCE

No failure by either party to this Lease to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or payment of full or partial rent during the continuance of any such breach, shall constitute a waiver of such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party to the Lease, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party to the Lease. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

23. NOTICE IN WRITING

A notice, advice to, demand upon, or other communication under this Lease must be in writing, shall be considered sufficiently given if hand delivered or, if mailed, evidenced by a certified mail return receipt, postage prepaid, to the other party.

- A. Notices or communications to the Lessee shall be addressed as follows:

Rush Development, Inc.
535 North Michigan Avenue, Suite 200
Chicago, Illinois 60611
Attn.: Arthur Balourdos

- B. Notices or communications to the Government shall be addressed to the undersigned Contracting Officer as follows:

U.S. General Services Administration
Property Acquisition and Realty Services
Market Programs [5PEM]
230 South Dearborn Street, Suite 3664 [36-2]
Chicago, Illinois 60604-1696

- C. Copies of all such notices shall be sent to:

Facility Manager
U.S. Railroad Retirement Board Building
844 North Rush Street
Chicago, Illinois 60611

From time to time either party may change its official address for such communications by notifying the other party in writing.

The undersigned Contracting Officer is the Lessor's representative and is the only person who has authority to sign or amend the terms and conditions of this Lease or to otherwise obligate the Lessor.

24. FACILITIES NONDISCRIMINATION

- A. As used in this Article the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility in the Leased space (Premises).
- B. The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. However, nothing herein shall require the Lessee to furnish to the general public, the use of any facility customarily furnished by the

Lessee solely to and for the use of tenants, their employees, customers, patients, clients, guests and invitees.

- C. Notwithstanding anything contained in this Lease to the contrary, It is agreed that the Lessee's noncompliance (which noncompliance relates solely to the acts of Lessee as opposed to the actions of others including any Sublessee) with the provisions of this Article shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance or the Contracting Officer may, after giving the Lessee five (5) calendar days to correct the noncompliance, cancel this Lease upon the receipt of a recommendation to do so by the Department of Labor, Office of Federal Contract Compliance Programs (OFFICE).
- D. It is further agreed that from and after the effective date of this Lease as shown in Article 1, at such time(s) as any Sublease of the Premises or any portion thereof is entered into, the Lessee will include or require the inclusion of the foregoing provisions A through C of this Article in every such sublease or other agreement pursuant to which any subtenant operates; or has the right to operate any facility within the Premises. Nothing herein contained, however, shall be deemed to require the Lessee to include or require the inclusion of the foregoing provisions of this Article in any existing agreement or concession arrangement or in any contract in which the contracting party other than the Lessee has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement including the unilateral right to renew or extend. The Lessee also agrees that it will take any and all lawful actions directed by the Contracting Officer as expeditiously as possible to enforce this provision in any of its Subleases. This includes, but is not limited to, termination of the Sublease agreement and institution of court action to enforce the termination.

25. ASSIGNMENT OF LEASE

If the Lessee desires to assign or sublet any of its interest in this Lease, such assignment requires written approval of the Government. Furthermore, the Government is under no obligation to agree to an assignment or sublease. However, if the Government agrees to an assignment, such assignment must follow the rules, regulations and procedures contained in Subpart 42.12 of the Federal Acquisition Regulations.

26. RELOCATION

Lessee acknowledges that it acquires no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended.

27. RECORDING

This Lease, and any modifications thereof or additions thereto, may be duly recorded by the Lessee. Furthermore, if the State of Illinois requires the recording of this Lease, or the recording of any subleases related to this Lease, the Lessee shall comply with all such statutory requirements. Any costs of such recordation and any and all revenue stamps which must legally be attached to any said papers shall be paid by the Lessee.

28. CRIMES AND DEBARMENT CERTIFICATION

The Lessee certifies to the best of its knowledge that, within three years prior to the date of this Lease, it and/or any of its officers and principal employees responsible for obtaining or administering this Lease:

- A. have not been convicted of:
 - 1) a criminal offense incident to a public or private lease or sublease hereunder;
 - 2) a violation of the Organized Crime Control Act of 1970;
 - 3) a violation of the Federal antitrust statutes arising out of the submission of bids or proposals;
 - 4) embezzlement or fraud or equivalent crimes which are indicative of a lack of business integrity;
- B. have not been debarred or suspended from the award of public leases;
- C. have not had a public lease terminated for default.

29. EXAMINATION OF RECORDS

The Lessee agrees that the Comptroller General of the United States, the Administrator of General Services, or any of their duly authorized representatives shall, until three (3)

years after final rental/payment under this Lease, have access to all papers, records, books, ledgers, and other records of the Lessee that are pertinent to this Lease. The Lessee also agrees to provide to the Government upon request, copies of the signed Sublease agreements which the Lessee has entered into for the space covered by this Lease.

30. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- A. It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing leases let by any Federal agency, including contracts and subcontracts for subsystems, assemblies components, and related service for major systems. It is further the policy of the United States that its prime Contractors, in this case the Lessee, establish procedures to ensure the timely payment of amounts due pursuant to the terms of their contracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- B. The Lessee hereby agrees to carry out this policy in the awarding of subleases to the fullest extent consistent with efficient lease performance. The Lessee further agrees to cooperate in any studies or surveys as may be necessary to determine the extent of the Lessee's compliance with this clause.
- C. As used in this lease, the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern: (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals. (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by a member of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 134. The Lessee shall presume that socially and

economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. The Lessee shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

- D. The Lessee acting in good faith may rely on written representations by its contractors and other subcontractors including Sublessees regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

31. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Lease, the Lessee agrees as follows:

- A. The Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- B. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, 1) employment, 2) upgrading, 3) demotion, 4) transfer, 5) recruitment or recruitment advertising, 6) layoff or termination, 7) rates of pay or other forms of compensation, and 8) selection for training, including apprenticeship.
- C. The Lessee shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- D. The Lessee shall in all solicitations or advertisements for employees placed by or in behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- E. The Lessee shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other lease or understanding, the notice to be provided by the Contracting Officer advising the labor union or worker's representative of the Lessee's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

- F. The Lessee shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- G. The Lessee shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless the Lessee has filed such form within 12 months preceding the date of award.
- H. The Lessee shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Lessee's compliance with the applicable rules, regulations, and orders.
- I. Notwithstanding anything contained in this Lease to the contrary, if the OFCCP determines that the Lessee is not in compliance (it being understood and agreed that noncompliance relates solely to the actions of Lessee as opposed to actions of others including any Sublessee) with this clause or any rule, regulation, or order of the Secretary of Labor, this Lease may be canceled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended, if Lessee fails to cure such default within five (5) days after receiving written notice from the Contracting Officer. In addition, sanctions may be imposed and remedies invoked against the Lessee as provided in Executive Order 11246, as amended; the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- J. The Lessee shall include the terms and conditions of subarticles a through k of this clause in every sublease or purchase order that is not exempted by the rules, regulations or order of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each Sublessee, subcontractor, or vendor with respect to Sublessee's actions.
- K. The Lessee shall take such action with respect to any sublease, subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Lessee becomes involved in, or is threatened with, litigation by a Sublessee, contractor, subcontractor or vendor as a result of any direction by the Contracting Officer, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

Notwithstanding any other clause in this Lease, disputes relative to this clause (Article 31) will be governed in 41 CFR 60-1.1.

32. DISPUTES

- A. This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) (The Act).
- B. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- C. "Claim", as used in this clause, means a written demand or written assertion by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this contract. A claim arising under a lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subarticle (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- D.
 - 1) A claim by the Lessee shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Contracting Officer.
 - 2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that
 - a) the claim is made in good faith;
 - b) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and
 - c) the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable.
 - 3)
 - a) If the Lessee is an individual, the certification shall be executed by that individual.

- b) If the Lessee is not an individual, the 5B; certification shall be executed by
 - (1) a senior company official in charge at the Lessee's plant or location involved; or
 - (2) an officer or general partner of the Lessee having overall responsibility for the conduct of the Lessee's affairs.
- E. For Lessee claims of \$50,000 or less, the Contracting Office must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.
- F. The Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.
- G. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable for each 6 month period as fixed by the Treasury Secretary during the tendency of the claim.
- H. The Lessee shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Contracting Officer.

33. GRATUITIES

- A. The right of the Lessee to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Lessee, its agent, or another representative--
 - 1) Offered or gave a gratuity (e.g., an entertainment or gift to an officer, official, or employee of the Government; and
 - 2) Intended, by the gratuity, to obtain a contract or "favorable treatment under a contract. it
- B. The facts supporting this determination may be reviewed by any court having lawful Jurisdiction.

- C. If this contract is terminated under paragraph A above, the Government is entitled:
- 1) To pursue the same remedies as in a breach of the contract; and
 - 2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Lessee in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subarticle (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- D. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

34. DRUG FREE WORKPLACE

A. Definitions:

As used in this clause, "Contractor" means the Lessee and any Sublessees. As used in this clause, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- B. The Contractor, if other than an individual, shall within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible, for contracts of less than 30 calendar days performance duration
- 1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - 2) Establish an ongoing drug-free awareness program to inform such employees about
 - a) The dangers of drug abuse in the workplace;
 - b) The contractor's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - 3) Provide all employees engaged in performance of the contract with a copy of a statement required by Subarticle (b)(1) of this clause;
 - 4) Notify such employees in writing in the statement required by Subarticle B.1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
 - 5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

- 6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- a) Taking appropriate personnel action against such employee, up to and including termination; or
 - b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.
- 7) Make a good faith effort to maintain a drug-free workplace through implementation of Subarticle (b)(1) through (b)(6) of this clause.
- C. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- D. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of Articles (b) or (c) of this clause within five (5) days of receiving written notice, may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment. Notwithstanding anything contained in this Lease to the contrary, it is understood and agreed that remedies against Lessee shall relate to violations of Lessee and remedies against any Sublessee shall relate to the actions of that Sublessee.
- E. It is further agreed that from and after the effective date of this Lease as shown in Article 1, at such time(s) as any Sublease of the Premises or any portion thereof is entered into, the Lessee will include or require the inclusion of the foregoing provisions A through D of this Article in every such sublease or other agreement pursuant to which any subtenant operates; or has the right to operate any facility within the Premises. Nothing herein contained, however, shall be deemed to require the Lessee to include or require the inclusion of the foregoing provisions of this Article in any existing agreement or concession arrangement or in any contract in which the contracting party other than the Lessee has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement including the unilateral right to renew or extend. The Lessee also agrees that it will take any and all lawful actions directed by the Contracting Officer as

expeditiously as possible to enforce this provision in any of its Subleases. This includes, but is not limited to, termination of the Sublease agreement and institution of court action to enforce the termination.

35. ACCIDENT PREVENTION

- A. The Lessee shall use its best efforts to provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Lessee and Sublessee operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.
- B. For these purposes, on contracts for construction or dismantling, demolition or removal of improvements, the Lessee and Sublessees shall -
 - 1) Provide appropriate safety barricades, signs and signal lights;
 - 2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910, and
- C. If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U. S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- D. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer or the Contracting Officer's Representative shall notify the Lessee orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Lessee or the Lessee's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Lessee shall immediately take corrective action. If the Lessee fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Lessee shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- E. The Lessee shall insert this clause, including this Article (e), with appropriate changes in the designation of parties, in subcontracts.

36. RECYCLING

During the term of this Lease, including any renewal periods, the Lessee agrees to comply with and participate in the recycling program established by the Government from time to time for the U.S. Railroad Retirement Board Building.

37. OCCUPANT EMERGENCY PLAN

During the term of this Lease including any option periods, the Lessee agrees to comply with the occupant emergency Plan established by the Government from time to time for the U.S. Railroad Retirement Board Building.

38. CONSERVATION OF ENERGY

The building systems shall be operated in an energy efficient manner to provide the following environmental conditions within the Premises:

- A. Temperature controls shall be set to maintain 65 to 70 degrees Fahrenheit during normal working hours in the heating season. Temperature controls shall be set to maintain 76 to 80 degrees Fahrenheit during normal working hours in the cooling season. Space temperatures during non-working hours shall be maintained at a sufficient level during both the heating and cooling seasons to assure the protection of the building and its systems. Normal working hours are from 6:00 a.m. until 6:00 p.m. Monday through Friday except Federal Holidays. Non-working hours are from 6:00 p.m. until 6:00 a.m., Monday evening through Friday morning; from 6:00 p.m. Friday until 6:00 a.m. Monday (weekends); and all Federal Holidays.
- B. Outside air shall be used to the maximum extent possible to maintain the above temperatures during moderate seasons based on outside temperatures and humidity conditions.

39. DENIAL OF ACCESS

At various times during the term of this lease, it may be necessary for the Government to exercise its discretion as a sovereign and as building owner to close the U.S.

Railroad Retirement Board Building or to prohibit or limit ingress within the building, other than within the Premises, either during or after normal working hours. If such action becomes necessary, the Government is not responsible for any loss of income or other loss to the Lessee or any Sublessee(s), arising out of its decision to close or limit access to the building. Furthermore, the Government is not liable for any property damage to the Lessee or Sublessee(s) property that may arise out of any protests, demonstrations, civil disturbances, or vandalism directed at the Government, its buildings or its personnel. It is agreed that the Premises have separate access directly from the street which may be accessed without entering the remainder of the building and therefore, the Government agrees to permit access to the Premises except during periods in which the Government determines there is direct imminent danger directed specifically at this building (i.e., the Government may evacuate the entire building (including the Premises) in the event of a direct threat involving life safety (e.g., fire alarm, bomb threat). Notwithstanding the above, if the building is closed by the Government for more than five (5) consecutive business days during which the Lessee or its Sublessees would otherwise be open for business, the Lessee will not be required to pay rent to the Government for the number of calendar days beyond the fifth (5th) business day that the building remains closed. However the Lessee shall continue to be responsible for the cost of all utility consumption for the Premises without regard to the fact that the building is not open for business.

40. OUTDOOR SEATING

Lessee and its Sublessees may occupy sidewalks adjacent to the USRRB Building for seating customers at no additional rent imposed by Lessor. Use of the sidewalks for seating customers shall be subject to Lessee or its Sublessees obtaining all permits and licenses required by the City of Chicago. Each Sublessee shall submit sidewalk outdoor seating plans, designs and samples which are subject to Government review and approval, such approval not to be unreasonably withheld. Sublessee plans, designs and samples shall reflect a high professional standard for a restaurant operation. The Government shall have the right to prescribe additional rules, regulations, restrictions or guidelines which shall govern the Lessee's use of the sidewalks. Such rules and regulations shall be applicable and enforceable against each Sublessee as it relates to their use.

Nothing in this Article 40 should be construed as, in any way, restricting the Government's use of this space or creating any right of the Lessee or obligation of the Government with regard to this space other than the Lessee's right to use the sidewalks adjacent to the USRRB Building for seating customers.

41. DELIVERIES

All deliveries which are not made directly to the Premises, must be made to the loading dock. The Lessee is responsible for accepting all deliveries to the building loading dock which are not made directly to each Sublessee's premises, related to its or any Sublessee's use of the Leased space. In this regard, the Lessee must have an authorized representative present on the loading dock at all times when deliveries are being made to the loading dock to ensure that those making the delivery do not gain unauthorized access to the building beyond the loading dock. The security guard(s) which the Government may have in the building at the time of a delivery will not be permitted to oversee, accept deliveries, or otherwise be involved in deliveries to the building. For the purpose of this Article, an authorized representative may be an employee of the Lessee or an employee of a Sublessee provided the Lessee has delegated this authority to such specific, individual employee of a Sublessee. In each case though, no matter if the person is an employee of the Lessee or the Sublessee, such authorized representative must have undergone the background and security review required by Article 51 and must have received the appropriate approvals from the Government. The Lessee is the only party under this Lease who has been given the authority to delegate the responsibility for accepting deliveries. This authority may not be re-delegated. Copies of all such delegations must be provided to the Government in accordance with Article 23.

42. RANDOLPH-SHEPPARD RESTRICTIONS

Lessee's Leasing Plan, to be submitted to the Government for review and written approval prior to subleasing any of the Premises, shall include an architectural drawing of the proposed location of the Illinois Department of Rehabilitation (IDORS) Gift Shop, and shall include the net usable square feet, and a list of specific items to be sold in the Gift Shop.

Lessee is prohibited from having any vending machine on the Premises. Lessee is also prohibited from selling any items that are sold in the Gift Shop which will be operated in the U.S. Railroad Retirement Board Building under the Randolph-Sheppard Act through the Illinois Department of Rehabilitation Services. Therefore, prior to the Lessee subleasing any of the space for retail use, the Illinois Department of Rehabilitation Services must be notified by the Government of the specific retail use proposed by the Lessee and be afforded an opportunity to provide such retail operation in the U.S. Railroad Retirement Board Building. If the Illinois Department of Rehabilitation Services decides that it will operate a similar retail facility in the U.S. Railroad Retirement Board Building, the Lessee will be prohibited from subleasing the space for that purpose or from selling any item which the Illinois Department of Rehabilitation Services identifies as an item to be exclusively sold by their vendor. If

the Illinois Department of Rehabilitation Services declines to operate such a retail facility in the building or sell some specific item, the Lessee will not be prohibited from subleasing the space for the proposed use or from selling the item as a result of the Randolph-Sheppard Act restrictions. However, the proposed retail use must also be consistent with the purpose for which the space was leased by the Government to the Lessee as described in Article 3 and as further restricted by the following Article 43. The retail use is also subject to the Government's approval of the Lessee's selection of tenants identified in the "Leasing Plan," as provided for in Article 44. This includes any change in the occupants (Sublessees) throughout the term of this Lease.

43. FURTHER RESTRICTIONS ON USE OF SPACE

Underlying the purpose of this Lease is the Government's desire to provide supplementary services to those services already provided to the tenants of the U.S. Railroad Retirement Board Building. As such, duplication of services, (direct competition) with existing Government services is prohibited.

The Premises cannot be used for the purpose of overnight habitation. It cannot be used to conduct meetings, seminars, disseminate information, or for other purposes which could be considered detrimental, demeaning or embarrassing to the Government. The Lessee shall provide the Lessor with prior written notice of any political activity which is scheduled to occur on the Premises. The Lessor reserves the right to ensure that such political activity does not violate Title 18 U.S. Code, Section 607. If the Lessor determines that such activity would violate the above statute, the Lessee shall comply with the Lessor's direction to cease such activity.

The Lessee's selection of specific tenants throughout the term of this Lease, as identified from time to time in the "Leasing Plan" required by the following Article 44, is also subject to the Government's review and approval. Although the Government's approval of tenants proposed by the Lessee will not be unreasonably withheld, the Government must retain the right to preclude tenants, which it finds to be objectionable, from occupying space in the U.S. Railroad Retirement Board Building over the life of this Lease.

44. LEASING PLAN

Prior to subleasing any of the Premises covered by this Lease to food service or other retail tenants, the Lessee shall submit to the Government a Leasing Plan for the Government's review and written approval. The Leasing Plan shall, at a minimum, show the proposed location and name of each proposed subtenant for each Block A, B, and C; and shall include a copy of the standard lease provisions the Lessee proposes

to include in all Subleases and any significant additions to or deviations from the standard provisions, which are proposed for any of the tenant subleases. The Lessee shall also submit this same information throughout the term of this Lease prior to entering into any sublease or other agreement which would change any tenant occupying the Premises or which would significantly modify any existing sublease or other agreement concerning use or occupancy of the Premises.

As mentioned above in Article 43 above, throughout the term of this Lease, the Government shall have the right to approve or reject the Lessee's choice of subtenants. Although the Government will not unreasonably withhold its approval of Lessee's choice of subtenants, the Government will have the explicit right to reject any subtenant which, in its view, would be inconsistent with the purpose for which the Premises was leased to the Lessee as identified in Article 3, which would violate the restrictions described in Articles 42 and 43, or which the Government considers to be an objectionable tenancy for a Federal Building.

The Government shall have thirty (30) days to consider the Lessee's proposed selection of tenants in the initial or any subsequent Lease Plan. If the Government has not notified the Lessee in writing of its approval or rejection of the initial or any subsequent Leasing Plan or tenant selection within thirty (30) days after the plan's receipt by the Government, the plan will be deemed to have been approved.

45. LESSEE'S BUILD-OUT

This Article is intended to supplement Article 8 above. The Lessee's build-out of the Premises space is considered to be an integral part of the consideration which the Government is entitled to receive for this lease. As such, the Government has a substantial interest in ensuring that the Lessee's initial investment in the quality of the design, materials, and workmanship of its improvements are of a magnitude consistent with that which was described by the Lessee in their negotiations. The Government also has the right to expect that the quality of the Lessee's improvements and alterations will be maintained throughout the term of this lease. Therefore, the following conditions will apply to all improvements and alterations performed by the Lessee in the Leased space.

The Lessee will undertake and complete at its sole cost and expense the initial improvements within the Premises necessary to the development and operation of the Premises for the respective purposes described in Article 3. The Lessee, before undertaking such improvements, shall obtain the Government's approval for any improvements, said approval shall not be unreasonably withheld. The Government shall have thirty (30) days after receipt of the initial Improvement Plan from the Lessee to consider and review the Plan and to either provide comments to the Lessee concerning the Plan or to approve the Plan. If the Government comments on areas of the plan

which must be improved, the Lessee shall either comply with the Government's recommendations or seek the Government's approval for an alternate course of action to correct any deficiencies in the Plan. The improvement plans shall consist of information such as, but not limited to, design drawings, concept sketches, materials and finishes, and design and construction specifications for architectural, electrical, mechanical, and fire and life safety which describe the improvements in sufficient detail for the Government to make an informed decision as to whether or not the approve the plan. Failure of the Government to comment on the Improvement Plan within the thirty (30) day period shall be deemed to indicate the Government's approval of the Plan. However, no improvements made by the Lessee shall impair the structural integrity or soundness of the U.S. Railroad Retirement Board Building under any circumstance.

The submission, review, and approval process described above for the initial improvements shall also apply to all subsequent improvements proposed by the Lessee as described in, and subject to the limitations in Article 8.

46. IRREVOCABLE LETTERS OF CREDIT

Upon execution of this Lease by both parties, the Lessee will provide to the Government, Irrevocable Letters of Credit as described below for each Block of space (A, B, and C) covered by this Lease to ensure completion of the Lessee's obligation to build-out the Premises in accordance with the terms of this Lease agreement. The Irrevocable Letters of Credit must be issued by a federally insured financial institution, showing the U. S. General Services Administration as the payee, and referencing this Lease No. GS-05B-33062, in the respective amounts and within the time frames set forth herein.

The Government will have thirty (30) days to review and either accept the Irrevocable Letters of Credit provided by the Lessee or, to notify the Lessee of any deficiencies in the Letters which must be remedied. The Lessee may not begin any construction until the Government formally approves the Irrevocable Letters of Credit or until the 30 day review period has expired without receiving comment from the Government.

The respective Irrevocable Letters of Credit will remain in effect until completion of the Lessee's build-out of the respective area to which it applies (Block A, B, or C), and acceptance of the work for that area by the Government. As used in this Article 46, references to the Lessee's build-out, and Lessee's work, shall also mean work performed by any of the Lessee's vendors or Sublessees.

The draw out of each Irrevocable Letter of Credit will be a conditioned upon: 1) the Lessee's failure to complete the build-out substantially in accordance with the terms of

this Lease or, 2) the Lessee's failure to pay any contractors or subcontractors, or other persons performing work on behalf of the Lessee, or to provide evidence of such payments if requested by the Government. However, Lessee shall have the right to contest any good faith disputes with any of its contractors or subcontractors, provided Lessee delivers to the Government either a bond or title insurance over such lien claim within ten (10) days of written notice from the Government of such lien, such bond or title insurance to be approved by the Government.

The Government hereby agrees to draw only against the letter of credit to the extent necessary to cure a default (i.e., a partial draw).

In addition to the above terms which apply to all Irrevocable Letters of Credit (Blocks A, B, and C), the specific terms and conditions applicable to the Irrevocable Letters of Credit for each respective Block of space shall be as follows:

A. Block A, Food Service and Other Retail Tenants.

- 1) At the time this Lease No. GS-05B-33062 is executed, a \$125,000 Irrevocable Letter of Credit will be provided by the Lessee to the Government for Block A.
- 2) The Irrevocable Letter of Credit for Block A will be good for a period of four months (120 calendar days) from the execution date of this Lease, at which time it will expire. The Irrevocable Letter of Credit will be provided as evidence of Lessee's good faith in assuming the terms and obligations of this Lease within this four month (120 calendar day) day period during which the Lessee will make good faith efforts to obtain one Sublessee commitment for Block A.
- 3) In the event that one vendor Commitment for Block A cannot be secured by the Lessee within this four month (120 calendar day) time period, the Lessee shall have the right to terminate this Lease in accordance with the provisions of Article 47 below. If the Lessee terminates this Lease in accordance with Article 47, the \$125,000 Irrevocable Letter of Credit will be returned to the Lessee. (Note: This Lease can only be terminated by the Lessee under the conditions and by giving notice, as provided for in Article 47. The Lease does not automatically terminate or become null and void if the Lessee is unable to secure the vendor commitment for Block A.)
- 4) If the Lessee obtains at least one written vendor/Sublessee commitment for Block A within this four month (120 calendar day) period, or if the four month period from execution of the Lease should expire without the

Lessee terminating this Lease in accordance with Article 47 below, the Lessee shall immediately cause the expiration date on the \$125,000 Irrevocable Letter of Credit to be removed and shall also increase the Irrevocable Letter of Credit commitment by an additional \$125,000 to \$250,000. The \$250,000 Irrevocable Letter of Credit is intended to be held by the Government for six (6) months from the expiration date of the four month (120 calendar day) period.

- 5) Upon commencement of the Lessee's construction of improvements (build-outs), the Lessee will increase the \$250,000 Irrevocable Letter of Credit to \$1,000,000. The \$1,000,000 Irrevocable Letter of Credit will remain in effect until the Lessee has completed, and the Government has accepted, the Lessee's construction work for Block A. At such time that the vending area build-out in Block A is completed to the Government's satisfaction, the Lessee shall have the right to reduce the Irrevocable Letter of Credit to \$250,000.

B. Blocks B and C, Food, IDORS, and Other Retail Tenants.

The construction of the remaining vending areas in Blocks B and C will require a \$125,000 Irrevocable Letter of Credit per Block in order to guarantee proper construction of these areas. Therefore, when either Block B or Block C is completed to the Government's satisfaction, the Irrevocable Letter of Credit can be reduced to \$125,000. Upon completion of the final vending area by the Lessee and acceptance by the Government, the Irrevocable Letters of Credit for Blocks A, B, and C will be returned to the Lessee.

47. TERMINATION BY LESSEE

In the event that the Lessee is unable to obtain at least one vendor (Sublessee) commitment for Block A covered by this Lease within four months (120 calendar days) after this Lease is executed by both parties, the Lessee shall have the right to terminate this Lease by giving the Government written notice of such termination in accordance with notice provisions of Article 23 herein. Said notice must be received by the Government at the address specified in Article 23 within this four month (120 calendar day) period.

The Lessee's right to terminate this Lease as specified above shall only apply to the Lease in its entirety. The Lessee has no right to terminate the Lease in part or by Block, or for any reason other than its inability to obtain the one vendor commitment within the allowed four month (120 calendar day) period. Also, once this four month

(120 calendar day) period has passed, the Lessee shall have no further right of termination under this Lease for any reason, even if the Lessee has not secured the aforesaid vendor commitment. However, nothing in this Article is intended to limit or restrict the Lessee's legal right to terminate this Lease in the event of a material breach by the Government.

48. LESSEE EQUIPMENT

The Lessee shall provide or cause to be provided all equipment and fixtures needed to operate a fully functioning food service in Block A. The Lessee is also responsible for all tables, chairs and counters in the seating area in Block A. Provision of fixtures and equipment, cleaning, maintenance, repairs, alterations, and replacements of all equipment in the Premises Blocks A, B, and C shall be the responsibility of the Lessee. Lessee maintenance shall be performed in accordance with the manufacturer's suggested schedule and recommendations, and shall be coordinated with the USRRB Building Manager's schedule and recommendations.

49. HANDICAPPED FACILITIES

The Lessee shall comply with the standards prescribed by the Uniform Federal Accessibility Standards (UFAS) in the design and construction of all improvements.

50. RESTORATION

As stated in Article 10, at the end of the Lease term, the Lessee shall be responsible for the removal of its property from the Premises. This requirement includes the removal of any property, fixture, equipment, or other property of any Sublessee. The space will be returned to the Government in the same condition as it was originally leased, normal wear and tear excepted.

Should this Lease be terminated by the Government due to default of the Lessee in accordance with any provisions of this Lease, the Lessee's property, at the Government's option, will become the property of the Government. This is consistent with the intent of Article 61, Attachment, and is intended to allow the Government to continue to keep open and in operation, the Premises retail areas, Blocks A, B, and C, in the event of a default by the Lessee. If the Government does not exercise this option, the restoration requirement specified in the above mentioned Article 10 will apply.

51. SECURITY

For the purpose of administering the security provisions contained in this Article 51, from time to time, the Contracting Officer will designate a Contracting Officer's Representative (COR). The current COR is Mr. Daniel Kvachkoff, District Director, Federal Protective Service, District 1, Room 255, 536 S. Clark Street, Chicago, Illinois 60605, (312) 353-3289.

- A. Reporting of Incidents. The Lessee is required to report all criminal activities, security breaches, disturbances, violations of the alcoholic beverage restrictions contained in this Lease, and other extraordinary incidents or circumstances (such as accidents, injuries, etc.-), to the Federal Protective Service Control Center. The current phone number for the Control Center is (312) 353-1496.
- B. Security Equipment. Throughout the term of this Lease, the Government reserves the right, at its option and expense, to install whatever security equipment it deems as being necessary to maintain the security of the Premises and/or the entire U.S. Railroad Retirement Board Building facility. The Government will install all security equipment in such a manner that the equipment will not interfere with the Lessee's operation of the food court/service or the other retail spaces.
- C. Duress Alarm. It is recommended that each vendor in the Premises have a duress alarm installed in their areas. These alarms will be connected to the building security system. If the Lessee agrees to follow this recommendation, the alarms will be provided to and installed for the Lessee by the Government. However, the Lessee will reimburse the Government for all costs for labor and materials to install the alarms.
- D. Security Regulations During Construction Period:
 - 1) Clearances - Lessee will be required to comply with security regulations imposed by the Government including any necessary clearances. All employees of the Lessee's contractors will also be required to furnish information for security clearances and comply with security regulations imposed by the Government.
 - 2) Notification - The Lessee shall notify the COR identified above in this Article 51, not less than 24 hours prior to performing work in the Premises. The notification shall include the following:
 - a) Names of individuals who are to work.

- b) The exact time, date and hours of work.
 - c) Areas of the building in which work is to be performed.
- 3) Nonpublicity - It is a specific condition of this Lease that neither the Lessee nor any subcontractors performing work on this project shall be permitted to use or allow to be used any aspect of this project for publicity or advertising brochures.
- 4) Agency Security Regulations - All persons visiting, employed, or performing work within the U.S. Railroad Retirement Board Building, and all persons permitted to enter such property and areas shall comply with the security regulations that have been established for the U.S. Railroad Retirement Board Building.

The Lessee agrees on behalf of itself and all subcontractors that the following security regulations will be observed by Lessee and contractor personnel on the property. The Lessee shall make it a specific provision of its subcontracts that these regulations be accepted by its contractors.

- 5) Prior to the commencement of the work associated with this Lease, the following security procedures will apply:
- a) Provide information regarding all Lessee and subcontractor personnel and others who require, or who cease to require continuing access to the U.S. Railroad Retirement Board Building. In order to permit the Government to supply badges for on-site personnel, Lessee will cause each individual to fill out a personal identification form. These forms will be provided by the Government to the Lessee at the preconstruction meeting. Processing of the forms will be performed by the Government personnel at the Government's expense. When an individual reports to the site for work the first time, a period of (1) hour will be required for security processing, to include a review of identification forms and fabrication of a permanent badge. The Lessee's personnel will then be permitted to go to work immediately and without any further processing of identification forms by the Government.
 - b) Complete Form (2) FD258 "Fingerprint Chart" and Pre-employment Background History, for each individual who is to work in the building for a period of ninety (90) calendar days or more. Deliver the forms to the Contracting Officer, or his designated representatives prior to the time the individual cited begins to work in the building.

- c) The permanent badge furnished by the Government to each of the Lessee's employees or other persons granted access to the U.S. Railroad Retirement Board Building will serve to authorize the wearer to enter and leave the Premises. The badge must be worn so as to be clearly visible at all times when in the U.S. Railroad Retirement Board Building. The badge will be retained by the individual as long as continued admittance to the site is required, but the Lessee will arrange for its immediate return to the Government when such need ceases to exist. Temporary or visitor badges will be provided for persons who are identified as having an infrequent or temporary legitimate business need for access to the Premises.
- 6) At the commencement of the work under this contract, the procedures described in the following subarticles will apply to the Lessee and all Subcontractors.
- a) Do not enter the building without building passes or park without parking permits as required in this section.
- b) Carry out the security regulations of the building. These regulations include the following:
- (1) In the case of any questions as to the eligibility of an individual to obtain a pass, notify the Contracting officer or the COR who will obtain a determination whether the individual can obtain a pass.
- (2) As described in Article 39, the Government also reserves the right to close down the U.S. Railroad Retirement Board Building and/or the job site and order Lessee personnel off the Premises. The Lessee may only return to the site with verbal approval from the Government.
- 7) The Government reserves the right to exclude or remove from the Premises of the U.S. Railroad Retirement Board Building any employee of the Lessee or subcontractor whom the Government deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the Government to be contrary to the public interests. Depending on particular circumstances, if possible and to the extent practicable, the Government will give the Lessee notice of problems with individual employees and allow the Lessee an opportunity to correct the problem before excluding or removing an employee from the Premises. The Government further reserves the right to complete its processing of security documentation for Lessee or

subcontractor personnel assigned to work within restricted access areas prior to granting access to such areas by such personnel.

- 8) For construction work required to be performed during other than normal working hours for the U.S. Railroad Retirement Board Building, the Lessee shall be required to obtain additional guard service in accordance with Article 51 a.

F. Security Regulations During Lease Term

1) Identification/Building Pass

a) The Lessee shall see that every new employee working at the U.S. Railroad Retirement Board Building has a GSA/Contractor identification/building pass before the employee enters on duty. This includes employees of Sublessees. Government personnel, designated by the COR, shall furnish and fill out these passes using GSA Form 15, Night, Weekend, and Holiday pass or other authorized identification. The Lessee and the COR shall sign each pass issued. The Lessee shall ensure that all passes are returned to the COR when employees of the Lessee and Sublessees are dismissed or terminated, if the Lease is terminated, and when the Lease expires. All passes must contain an expiration date. The Lessee shall ensure that all employees who are issued a pass carry their passes with them during duty hours and show them upon request. The COR or other Government personnel designated by the COR shall periodically verify passes of Lessee and Sublessee employees with their personal identification.

b) The Lessee shall make its employees and employees of Sublessees available for photo identification badges, when required by the Government, on a schedule to be developed with the COR. The badges will be made by the Government after a favorable security report has been received on such employees. Government personnel will take the pictures and furnish the equipment and material to make the identification badges. Employees who are to be issued such badges shall sign each badge at the time of photographing. For employees working within the normal working hours for the U.S. Railroad Retirement Board Building, the Lessee or Sublessees shall issue the badges to the employees each day as they report for work and shall collect the badges at the end of the work shift before the employees leave the building. If an employee is to work during other than normal working hours, the COR and the Lessee will establish guidelines to allow employees to leave the U.S. Railroad Retirement Board Building with the passes. The Lessee shall ensure that all badges are

returned to the COR when employees are dismissed or terminated. The Lessee will notify the COR as soon as possible if any employee badges are lost. It will be the responsibility of the Lessee to pay for replacement of any badges at the then current charge.

NOTE: The use of the photo-identification badges will be at the option of the Government.

2) Security Clearance Requirements (Non-classified Contract)

a) Unless otherwise specified, the Lessee will submit to the COR at least 5 working days before the starting date of the Lease, two (2) completed Forms FD 258, 176 Fingerprinting Charts and one (1) GSA Form 176, Statement Personal History, for those officers of the firm, who for any reason, may visit the Premises during the period of this contract and for all employees who have access to the U.S. Railroad Retirement Board Building in performance of the contract work. These forms must also be submitted for all new or replacement employees throughout the term of this Lease before the employee will be permitted to report for duty on the Premises. Necessary forms will be furnished by the Government. If the Contracting Officer receives an unsuitable report on any employee after processing of these forms, or if the COR finds a prospective employee to be unsuitable or unfit for his assigned duties, the Lessee shall be advised immediately that such employee cannot continue to work or be assigned to work in the space covered by this Lease.

b) For employees cleared through this process while employed by the Lessee or any Sublessee who is subsequently employed by another Sublessee under this Lease, the new employer shall only be required to submit another set of the forms required by Article 51e, 2(a) above, if the employee has not been cleared within the last 3 years, or if required by the COR.

c) The Government shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Lessee or Sublessees. However, the granting of a temporary clearance to any such employee shall not be considered as an assurance that full clearance will follow as a result thereof. The granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government.

- 3) Standards of Conduct - The Lessee shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Lessee is also responsible for requiring all Sublessees to hold their own employees to this same standard.

52. HEALTH INSPECTIONS

As stated in Article 9 in this Lease, the Lessee is responsible for maintaining the Premises in good repair and tenantable condition. Article 53 also identifies specific cleaning and maintenance responsibilities of the Lessee. In addition, the Lessee shall maintain the Premises Blocks A, B, and C in accordance with the health standards set by the City of Chicago, and the U. S. Department of Agriculture Food and Drug Administration, which has jurisdiction over food operations in Federal Buildings. The Lessee agrees to comply with the food service standards set by these agencies and agrees to comply with any recommendations arising out of inspections by the City or The Food and Drug Administration. Failure to comply with such recommendations is grounds for termination of this Lease by the Government. Before any such termination of this Lease for health violations, the Lessee will be given thirty (30) calendar days to correct deficiencies identified by the City of Chicago or the Department of Agriculture. However, if the Lessee has established a history of serious violations (as determined by the Government) of the health standards set by the City of Chicago or the Department of Agriculture, the Government will have the right to terminate this Lease immediately without giving the Lessee any further opportunities to correct deficiencies. Provided, however, to the extent such violations apply to portions of the Premises being subleased, the remedies shall apply against each subtenant and Lessee for their actions only.

As used in this Article with regard to complying with the health standards set by the City of Chicago or the Department of Agriculture, the term Lessee also includes all Sublessees/tenants of the Premises as it is the Lessee's responsibility to ensure that these parties comply with such health standards.

53. BUILDING SERVICES

Upon plan approval by the Government, such approval not to be unreasonably withheld, Lessee shall, at its own expense, have the right to tap into all of Lessor's current utilities (i.e., electrical panel, sewer water, domestic water, gas, ventilation, steam, and sprinklers); and likewise Lessee at its own expense, shall design, install, distribute, meter, consume, repair and maintain all utilities and services supporting the

operation of the Premises from the tap in point forward to and within the Premises, including the running of black iron exhaust duct through the building through the roof as provided in Article 8 of this Lease; and cleaning, janitorial, waste collection and disposal, maintenance, engineering, security, management, gas, water, electric, heating, plumbing, ventilation, and air conditioning. The Government is not responsible for providing, or paying the cost of, any service or utility not expressly identified as the Government's responsibility in this Lease. The Lessee shall pay directly to the utility companies the actual cost of all utility charges for gas, water and electric usage for the entire Premises Blocks A, B, and C; and any additional storage space secured under the option provided in Article 2, commencing with the execution date of this Lease.

The Government shall be responsible for the maintenance, repair and replacement of all utility services and equipment within the USRRB Building other than those portions installed, metered, and used by the Lessee and Lessee's Subtenants.

The Lessee will pay for labor and materials to separately meter each utility serving the Premises prior to the outset of the Lease term first full year of operation as defined above in Article 6. Meter installation plans shall be submitted to the Government for review and approval prior to installation. The submission, review, and approval process described for the Lessee's initial and subsequent build-out improvements, Articles 8 and 45 of this Lease, also applies to Lessee's build-out to connect, tap into, and bring utilities forward to the Premises.

A. Utilities - The Lessee shall pay directly to the utility companies the actual cost of all utility charges for gas, water and electric usage for the entire Premises. All utility bills will be paid on-time within the time period allowed by the utility company. Copies of all bills and evidence of payment will be provided promptly to the Government after payment and shall be sent to:

Facility Manager
U.S. Railroad Retirement Board Building
844 North Rush Street
Chicago, Illinois 60611

The Lessee will pay for labor and materials to separately meter each utility serving the Premises prior to the outset of the Lease term. Meter installation plans shall be submitted to the Government for review and approval prior to installation.

B. Toilets - The Lessee will provide toilet supplies, and will clean, maintain, and repair any restrooms in the public areas on the first floor of the U.S. Railroad

Retirement Board Building, including those the Lessee or its Sublessees constructs. Article 8 of this Lease applies to toilet construction.

- C. Window Washing - The Government shall be responsible for cleaning the outside of all windows located on exterior walls of the building. The Lessee shall be responsible for cleaning the entire interior windowed wall of the Premises at least once each week.
- D. Janitorial Service - The Lessee is responsible for all janitorial services within the Leased space. The Lessee's schedule of janitorial services must be sufficient to keep the Premises in a neat, clean, and sanitary condition appropriate for a food service facility and other retail use. Prior to any portion of the Premises becoming occupied and operational, the Lessee will provide the Government a copy of its sanitation program for review and comment. The program must identify the scope of work items and the frequency with which those items will be performed.
- E. Air Conditioning/Mechanical Ventilation - The Lessee will provide, repair and maintain the air conditioning/mechanical equipment which services the Premises and which was installed by the Lessee. The Lessee will be responsible for repairing and maintaining all equipment/mechanical ventilation that is installed by the Lessee or its Sublessees. This includes any systems installed by the Lessee or Sublessees to exhaust air from the Premises.
- F. Initial Lamps, Tubes, Ballasts and Replacements - The Lessee is responsible for all replacement lamps, tubes, and ballasts for all light fixtures in the Premises throughout the term of this Lease.
- G. Trash Removal - The Lessee will be responsible for collecting all trash and recyclable materials from the Premises and delivering such materials to the location(s) outside the Premises but within the building designated by the Government for collection of these materials. The Lessee will be responsible for removing the trash and recyclable materials from the building.
- H. Pest Control - The Lessee shall be responsible for rodent, insect, and other pest control within the Premises, and shall take all reasonable care to ensure that all other areas of the U.S. Railroad Retirement Board Building are not affected by problems with rodents, insects or other pests originating in the Premises. In an effort to maximize the effectiveness of the Government's and the Lessee's pest control programs, to the greatest extent practicable, the Government's and the Lessee's pest control activities will be coordinated. At the request of the Government the Lessee will provide information concerning the pesticides and chemicals used in the control process. The Government has the right to deny

the use of certain pesticides and chemicals which it considers to be detrimental to the health and/or safety of the building's visitors and occupants.

- I. Snow Removal - The Government shall be responsible for shoveling and removal of snow and for salting sidewalks adjacent to the USRRB Building as needed during building operating hours 6:00 A.M. through 6:00 P.M., Monday through Friday. Lessee shall be responsible for shoveling and removal of snow and for salting sidewalks as needed during hours other than 6:00 A.M. through 6:00 P.M., Monday through Friday.

54. DAMAGE BY FIRE OR OTHER CASUALTY

A. Total Destruction

If the Premises are completely destroyed by fire or other casualty, this Lease will immediately terminate.

B. Partial Destruction

In the event of partial destruction or damage to the Premises so as to render the Premises or a portion thereof untenable, as reasonably determined by the Government in its sole discretion, the Lessee shall repair or restore the Premises to a tenantable condition within a reasonable time considering the nature and extent of the partial destruction or damage, but in no event shall the period to repair or restore exceed 180 days from the date of occurrence of the destruction or damage. If the Lessee fails to repair or restore the Premises within such time or fails to diligently pursue such repair or restoration, then the Government may, by written notice, terminate this Lease in addition to any other remedies which may be available to the Government at law. Within thirty (30) days of the partial destruction or damage to the Premises, the Lessee shall provide the Government with its schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for repair or restoration of the Premises, with the Government's approval not to be unreasonably withheld, conditioned or delayed.

55. ENCUMBRANCES PROHIBITED

The Lessee shall not engage in any financing or other transaction creating any lien upon the Premises or upon the Lessee's leasehold estate therein.

56. CHANGES

The Contracting Officer may, during the term of this Lease, add clauses which are required by law, Federal Regulation, or policy which was in effect on the date of this Lease as shown in Article 1. Nothing in this article shall be construed to allow the Contracting Officer to make changes to the term of this Lease, the rent, the right of the Lessee to sublease space, or any other substantive term or condition involving the business aspects of this Lease.

57. APPROVALS

Any approval required by either party hereto shall be requested and responded to in writing and shall be deemed to be granted unless denied in writing within thirty (30) days after receipt of the written request unless some other time period is specified for a particular item in some other provision of this Lease. Any denial of a requested approval shall clearly set forth the basis for the denial. Approval(s) shall not be unreasonably withheld.

58. DEFAULT

The Government may, by written notice of default to the Lessee, terminate this Lease if the Lessee materially fails to perform any of the provisions of this Lease and does not make all reasonable efforts to cure such failure within a period of 45 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of written notice from the Contracting Officer specifying such failure.

If this Lease is terminated for default or is otherwise terminated in accordance with any other provision of this Lease, the Government, in addition to any other rights provided in this Article may require the Lessee to transfer title and deliver to the Government, in the manner and to the extent directed by Contracting Officer, any of the completed or partially completed improvements without any compensation to the Lessee. This is consistent with the intent of Article 60, Attornment, and is intended to allow the Government to continue to keep open and in operation the food service(s) and other retail establishment(s) in the event of a default by the Lessee. The rights and remedies of the Government provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under the terms and conditions of this Lease. Where other Articles in this Lease provide specific notices, notice periods, remedies, etc. in relation to specific issues of nonperformance by the Lessee, those other Articles will apply to those specific issues and this Article shall not be construed as being in conflict with any such provisions. Rather, this Article applies

to material failures of performance by the Lessee which are not specifically addressed in other Articles of this Lease.

59. FAILURE TO PERFORM DUE TO FORCES OUTSIDE LESSEE'S CONTROL

Except with respect to defaults for Lessee's subtenants, the Lessee shall not be liable for any failure to perform its obligations under this Lease arising out of causes beyond the control and without the fault or negligence of the Lessee. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Lessee.

60. ATTORNMENT

In the event of a termination of this Lease, each subtenant shall attorn to the Government, subject to the terms of the Attornment and Nondisturbance Agreement attached hereto as Exhibit 8. The Lessee agrees that each Sublease hereafter executed shall contain a clause expressly providing that the subtenant thereunder shall attorn to the Government in the event of a termination of this Lease. The absence of such a clause in any sublease shall not relieve the subtenant from the provisions of this Article.

61. INVALIDITY OF PARTICULAR PROVISIONS

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

62. SINGULAR/PLURAL

The singular shall include the plural; the plural shall include the singular; and the use of any gender shall refer to any other gender, all where applicable.

63. CAPTIONS

The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

64. CAPITALIZATION OF TERMS

The parties acknowledge that the use of capitalization with regard to certain terms is inconsistent in this Lease document. Therefore, the capitalization of terms or the non-capitalization of those same terms, throughout this Lease, shall not be interpreted as changing or impacting on the intended meaning of those terms.

65. RELATIONSHIP OF THE PARTIES

Nothing herein shall be deemed or construed by the parties hereto or by any third party as creating or authorizing the creation of any partnership or joint venture between the Government and the Lessee, it being understood and agreed that no provision of this Lease, nor any act of the Government or the Lessee hereafter, shall be deemed to create any relationship between the Government and the Lessee other than the relationship of landlord and tenant.

66. NON-COMPETITION

During the term of this Lease, the Government agrees not to operate a food service or like facility in the U.S. Railroad Retirement Board Building, which would compete with the Lessee's food service operation. However, nothing in this provision is intended to conflict with the provisions of the Randolph-Sheppard Act, Title 20 U.S. Code Sections 107 et seq.

67. ANTI-TRUST REVIEW

The Government shall have sixty (60) days from the date of execution of this Lease to obtain an opinion from the Attorney General of the United States as to whether or not this Lease would tend to create or maintain a situation which is inconsistent with anti-trust laws of the United States. In the event that the Attorney General determines that this Lease would create or maintain such an inconsistency, this Lease will become null and void. Conversely, if the Attorney General finds that this Lease is not in conflict with anti-trust laws, or, if the sixty (60) day time period expires without any determination from the Attorney General, this Article will have no further force and

effect. The Government will notify the Lessee in writing of the Attorney General's decision.

[See Page 50 following for signature approvals.]

SIGNATURE APPROVALS

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presents on the date indicated below:

Executed this first day of November, 1997

IN PRESENCE OF:

LESSEE: RUSH DEVELOPMENT, INC.

(b) (6)

Accepted on behalf of the UNITED STATES OF AMERICA

this FIRST day of NOVEMBER, 1997

GENERAL SERVICES ADMINISTRATION

(b) (6)

(Witness Signature)

EDWARD A. KANNE

Title: CONTRACTING OFFICER (R5-295)

GSA-PBS-PARS-5PEM

230 SOUTH DEARBORN STREET

CHICAGO, ILLINOIS 60604-1696

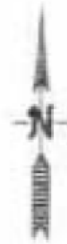


EXHIBIT 1

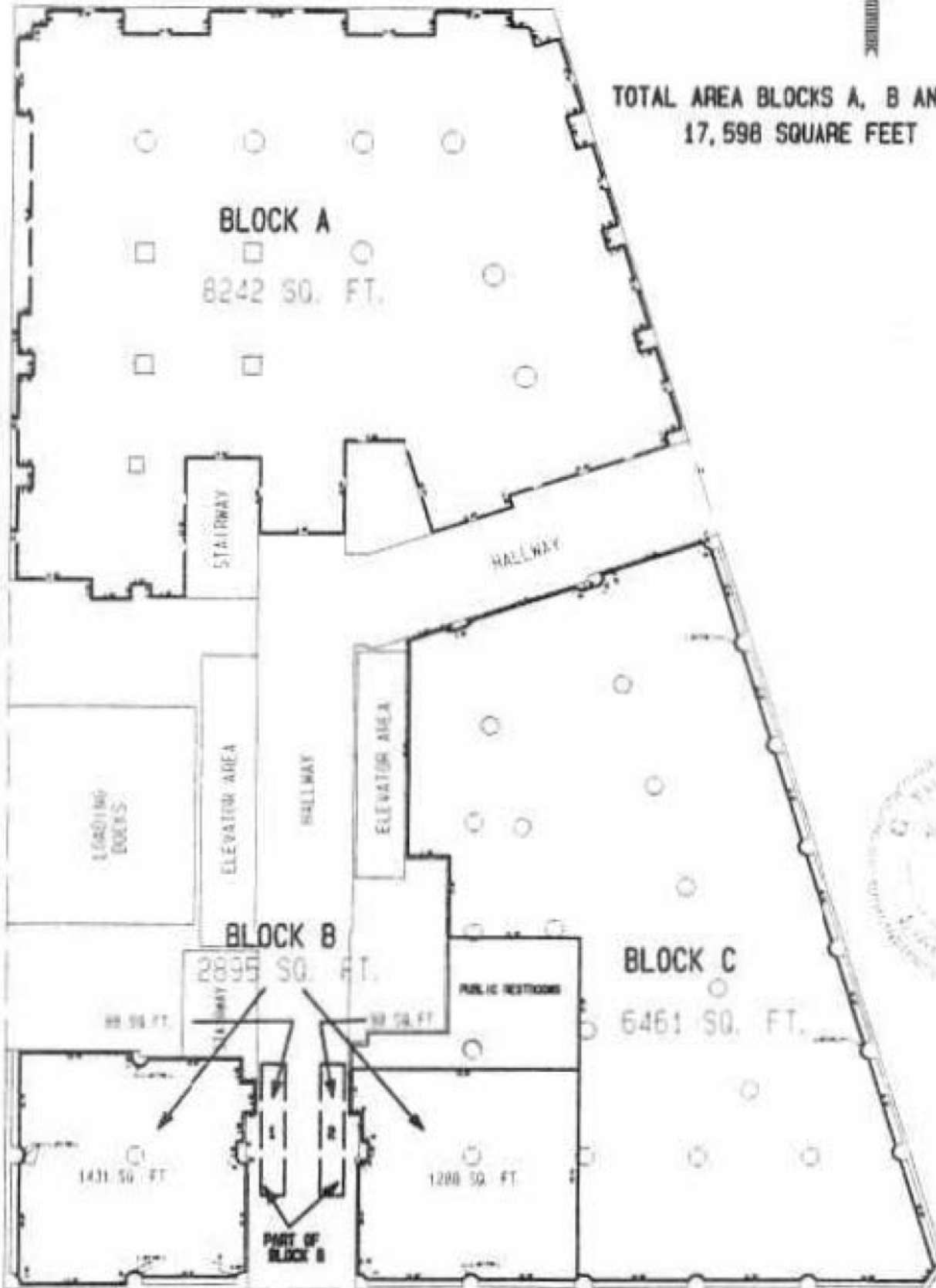
DRAWING BLOCK A

See drawing identifying the Block A which is made a part of this Lease by reference in Article 2, Premises.

PLAN OF SURVEY
644 RUSH STREET - FIRST FLOOR



TOTAL AREA BLOCKS A, B AND C
17,598 SQUARE FEET



DESIGNED: 10/10/97 REVISED: 10/10/97

REVISIONS:
1. 10/10/97
2. 10/10/97
3. 10/10/97

DRAWN BY: 971249

SCALE: 1" = 10' - 0" FEET

DATE: DECEMBER 22, 1997

PREPARED BY: RUSH DEVELOPMENT, INC.

STATE OF ILLINOIS) ss
COUNTY OF COOK

WE, JAMES J. FLOREANO, INC. hereby certify that the above described plan was prepared by a duly licensed and qualified surveyor and is not intended to be used for any other purpose.

James J. Floreano, Inc.
PROFESSIONAL SURVEYOR & LAND DEVELOPER

EXHIBIT 2

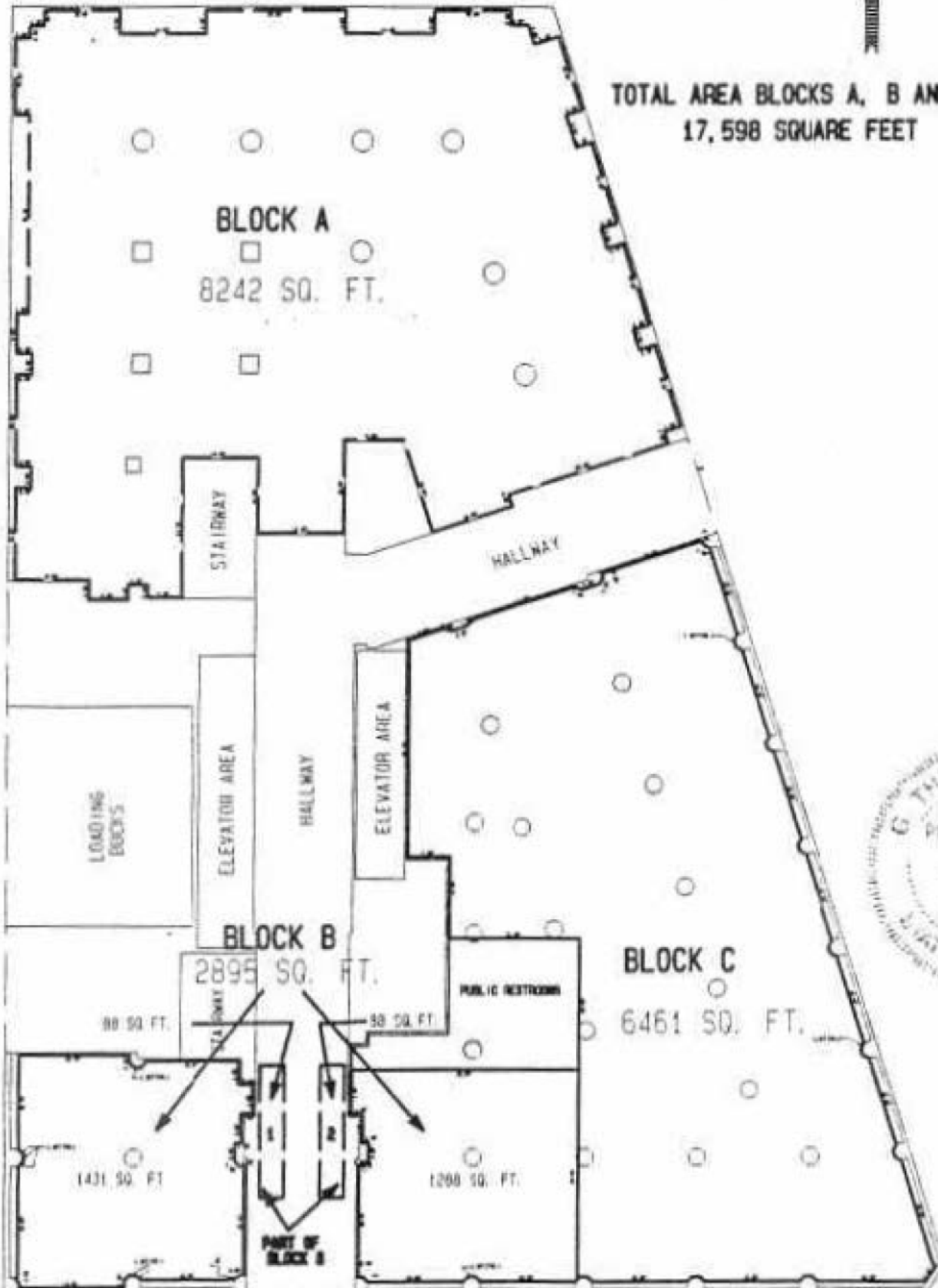
DRAWING BLOCK B

See drawing identifying Block B which is made a part of this Lease by reference in Article 2. Premises.

PLAN OF SURVEY
844 RUSH STREET - FIRST FLOOR



TOTAL AREA BLOCKS A, B AND C
17,598 SQUARE FEET



REVISED 10/22/97
REVISED 9/25/97
REVISED 8/26/97
REVISED 6/25/97

INDEX NO. **971249**
SCALE 1" = 10' - 0" FEET
DATE **SEPTEMBER 22, 1997**

DATE	CHECKED
9/22/97	

STATE OF ILLINOIS) ss.
COUNTY OF COOK

WE, ROBERT & MARY TAYLOR, INC., SURVEYORS, CERTIFY THAT WE HAVE PREPARED THIS PLAN AND THE SURVEYING DATA HEREON AND WE ARE NOT AWARE OF ANY OTHER SURVEYING DATA PERTAINING TO THE SAME.

[Signature]

EXHIBIT 3

DRAWING BLOCK C

See drawing identifying the Block A which is made a part of this Lease by reference in Article 2. Premises.

BERGLEY & BOUTY 10000 0000

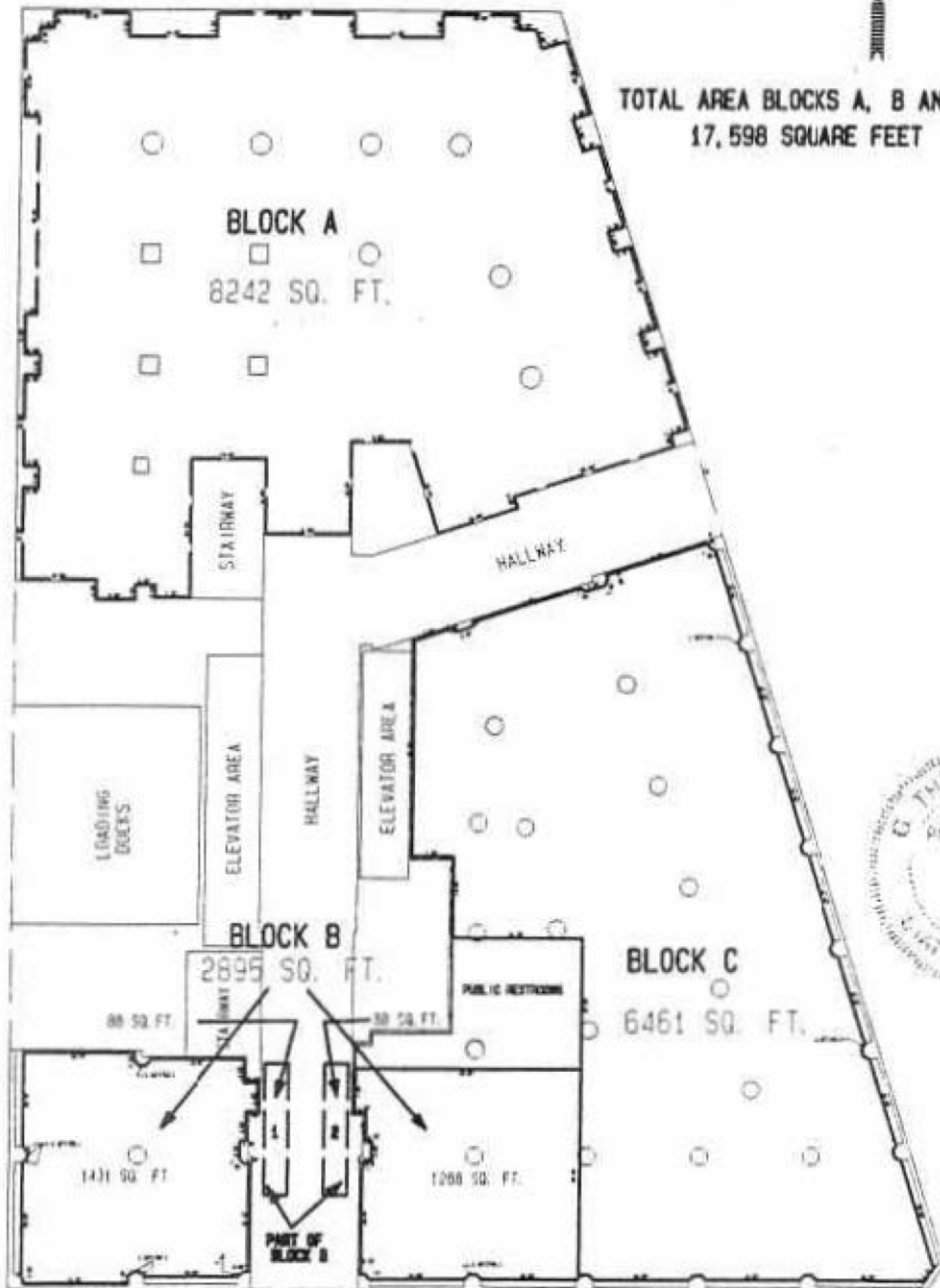
PROFESSIONAL ILLINOIS J. SURVEYORS

AND A PLANNING FIRM

PLAN OF SURVEY
844 RUSH STREET - FIRST FLOOR



TOTAL AREA BLOCKS A, B AND C
17,598 SQUARE FEET



REVISIONS
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5
NO. 6
NO. 7
NO. 8
NO. 9
NO. 10
NO. 11
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NO. 98
NO. 99
NO. 100

971249

SCALE 1/8" = 1' FEET
DATE SEPTEMBER 22, 1997

PROJECT 844 RUSH STREET - FIRST FLOOR

STATE OF ILLINOIS) ss.
COUNTY OF COOK

WE HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, ON SEPTEMBER 22, 1997.

G. Thomas Green

EXHIBIT 4

NET USABLE SPACE DEFINED

**EXCERPT FROM THE FEDERAL PROPERTY MANAGEMENT REGULATIONS
TEMPORARY REGULATION D-76, AUGUST 2, 1991**

"Net usable space" means the area to be leased for occupancy by personnel and/or equipment. It is determined as follows:

1. If space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.
2. If the space is on a multiple tenancy floor, measure from the exterior building walls, as in 1 above, to the room side finish of fixed corridor and shaft walls and/or the center of tenant-separating partitions.
3. In all measurements, make no deductions for columns and projections enclosing the structural elements of the building, and deduct the following from the gross area including their enclosing walls:
 - A. Toilets and lounges;
 - B. Stairwells;
 - C. Elevators and escalator shafts;
 - D. Building equipment and service areas;
 - E. Entrance and elevator lobbies;
 - F. Stacks and shafts;
 - G. Corridors in place or required by local codes and ordinances.

EXHIBIT 5

RENT SCHEDULE

The Annual and Monthly net effective base rent for the Premises, approximately 17,598 net usable square feet, shall be as follows for each respective year of the Lease term, beginning with the first full year of operation and including the renewal period years, if any.

TERM YEAR	ANNUAL RENT \$ PER NET USABLE SQ. FT.	ANNUAL BASE RENT \$	MONTHLY BASE RENT \$
1/1/98-12/31/99 1.	12.00	211,176.00	17,598.00
1/1/99-12/31/00 2.	12.36	217,511.28	18,125.94
1/1/00-12/31/01 3.	12.73	224,022.54	18,668.55
1/1/01-12/31/02 4.	13.11	230,709.78	19,225.82
03 5.	13.51	237,748.98	19,812.42
04 6.	13.91	244,788.18	20,399.02
05 7.	14.33	252,179.34	21,014.95
06 8.	14.76	259,746.48	21,645.54
07 9.	15.20	267,489.60	22,290.80
08 10.	15.66	275,584.68	22,965.39
11.	16.13	283,855.74	23,654.65
12.	16.61	292,302.78	24,358.57
13.	17.11	301,101.78	25,091.82
14.	17.62	310,076.76	25,839.73
15.	18.15	319,403.70	26,616.98
16.	18.70	329,082.60	27,423.55
17.	19.26	338,937.48	28,244.79
18.	19.83	348,968.34	29,080.70
19.	20.43	359,527.14	29,960.60
20.	21.04	370,261.92	30,855.16
21.	21.67	381,348.66	31,779.06
22.	22.32	392,787.36	32,732.28
23.	22.99	404,578.02	33,714.84
24.	23.68	416,720.64	34,726.72
25.	24.39	429,215.22	35,767.94
26.	25.13	442,237.74	36,853.15
27.	25.88	455,436.24	37,953.02
28.	26.66	469,162.68	39,096.89
29.	27.46	483,241.08	40,270.09
30.	28.28	497,671.44	41,472.62

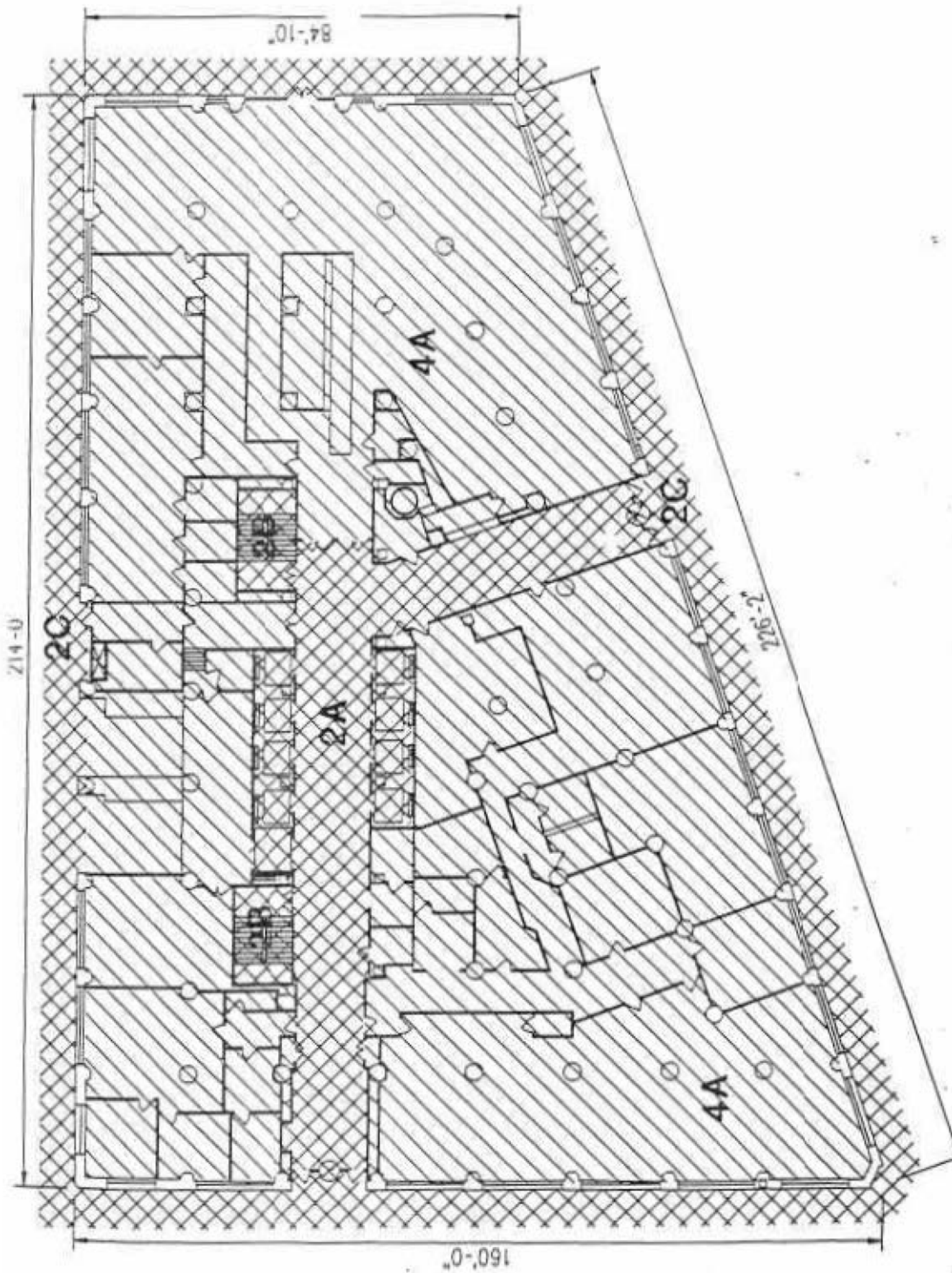
EXHIBIT 6

FIRST FLOOR PLAN

**U.S. RAILROAD RETIREMENT BOARD BUILDING
844 NORTH RUSH STREET
CHICAGO, ILLINOIS 60611**

**EXCERPT FROM GENERAL SERVICES ADMINISTRATION
HISTORIC BUILDINGS PRESERVATION PLAN
ISSUED 10/23/93**

See drawing identifying the first floor plan which is made a part of this Lease by reference in Article 8. Alterations and Improvements.



FIRST FLOOR PLAN
Federal Building (USRRB)
Chicago, Illinois 11 00 3377

ZONE 2 - PRESERVATION 2
ZONE 4 - FREE



EXHIBIT 7

EXECUTIVE ORDER 13058
FEDERAL REGISTER
MONDAY, OCTOBER 20, 1997



Federal Register

Monday, October 20, 1997

GENERAL SERVICES ADMINISTRATION

Public Buildings and Space

AGENCY: General Services Administration

ACTION: Notice

«

TO: Heads of Federal Agencies.

SUBJECT: Protecting Federal Employees and the Public From Exposure to Tobacco Smoke in the Federal Workplace.

1. PURPOSE. This bulletin announces the policy concerning the protection of Federal employees and the public from exposure to tobacco smoke in the Federal workplace.

2. EXPIRATION DATE. This bulletin contains information of a continuing nature and will remain in effect until canceled.

Background

a. On August 9, 1997, President Clinton signed Executive Order 13058, entitled "Protecting Federal Employees and the Public From Exposure to Tobacco Smoke in the Federal Workplace," (62 FR 43451, August 13, 1997), to establish a smoke-free environment for Federal employees and members of the public visiting or using Federal facilities. The General Services Administration (GSA) is providing governmentwide policy guidance concerning the requirements of this Executive Order so that federal agencies may benefit from GSA's real property management expertise.

b. The policy previous to Executive Order 13058, enunciated in FPMR Sec. 101-20.105-3, declared all GSA-controlled space non-smoking except where designated smoking areas are identified by agency heads. This Executive Order prohibits, with some exceptions, the smoking of tobacco products in all interior space owned, rented or leased by the executive branch of the Federal Government. GSA will amend FPMR Sec. 101-20.105-3 in the near future to reflect the new policy in this Executive Order.

c. Unlike the previous policy, this Executive Order requires that designated smoking areas be enclosed and exhausted directly to the outside and away from air intake ducts, and maintained under negative pressure sufficient to contain tobacco smoke within the designated area. Agency officials must not require workers to enter such areas during business hours while smoking is ongoing.

Action

a. In accordance with Executive Order 13058, Federal agencies must prohibit the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

b. The only exceptions are designated smoking areas; residential accommodations for persons voluntarily or involuntarily residing, on a temporary or long-term basis, in a building owned, leased, or rented by the Federal Government; portions of federally-owned buildings leased, rented, or otherwise provided (in their entirety) to nonfederal parties; and places of employment in the private sector or in

other nonfederal governmental units that serve as the permanent or intermittent duty station of one or more federal employees.

c. The heads of Federal agencies may establish limited and narrow exceptions that are necessary to accomplish agency missions. Such exception must be in writing, approved by the agency head, and to the fullest extent possible provide protection of nonsmokers from exposure to environmental tobacco smoke. Authority to establish such exceptions may not be delegated.

d. The heads of Federal agencies must evaluate the need to restrict smoking at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke, and may restrict smoking in these areas in light of this evaluation.

e. The heads of Federal agencies are encouraged to use existing authority to establish programs designed to help employees stop smoking.

f. The heads of Federal agencies must implement and ensure compliance with the policy set forth in this Executive Order no later than August 9, 1998. Prior to this date, the heads of Federal agencies must inform all employees and visitors to executive branch facilities about the requirements of this order, inform their employees of the health risks of exposure to environmental tobacco smoke, and undertake related activities as necessary.

Dated: October 9, 1997.

G. Martin Wagner,

Associate Administrator, Office of Governmentwide Policy. [FR Doc. 97-27703 Filed 10-17-97; 8:45 am] BILLING CODE 6820-23-P

The Contents entry for this article reads as follows:

Federal property management:

Public buildings and space--

Tobacco smoke exposure in Federal workplace; policy for protection of Federal employees and public, 54461

*** END OF DOCUMENT ***



Delivery via SandPoint Hoover

EXHIBIT 8

ATTORNMENMENT AND NONDISTURBANCE AGREEMENT

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") is made and entered into the 18 day of February 1998, by and between McCormick & Schmick's MWP I, Inc., which corporation has a headquarters office located at 720 S.W. Washington, Suite 550, Portland, Oregon 97205 ("Subtenant"), and The United States of America through its General Services Administration, which agency has its principal office at 230 South Dearborn, Room 3626, Chicago, Illinois 60604 ("Master Landlord").

WITNESSETH:

WHEREAS, Rush Development, Inc. ("Lessor") and Master Landlord have together entered into a lease dated November 7, 1997 (collectively the "Lease");

WHEREAS, Lessor and Subtenant have entered into a sublease (the "Sublease") pursuant to which Lessor has subleased to Subtenant the space shown cross-hatched on Exhibit A hereto, (the "Subleased Premises") within the property described in the Lease;

WHEREAS, Subtenant desires to obtain from Master Landlord a Non-Disturbance and Attornment agreement; and

WHEREAS, Subtenant and Master Landlord desire that the Sublease remain in full force and effect notwithstanding any termination of the Lease provided the Subtenant agrees that the Sublease is subordinate to all of the terms and conditions contained in the Lease and provided Subtenant attorns to Master Landlord.

NOW, THEREFORE, in and for consideration of the mutual covenants set forth below, Master Landlord and Subtenant hereby undertake and agree as follows:

1. Subtenant agrees that all of its right, title and interest under the Sublease, and, all renewals and extensions thereof, shall be subject and subordinate to the Lease and to all renewals, modifications and extensions thereof.
2. Master Landlord shall not interfere with or disturb in any manner Subtenant's use of or right of possession in and to the Premises or otherwise adversely affect any right of Subtenant under the Sublease, and the Sublease shall remain in full force and effect for the term of the Subtenant's lease and any and all renewal or extension terms thereof; provided that Subtenant is not in default (beyond any period given Subtenant to cure such default) and provided Subtenant is not in breach of any terms or conditions of the Sublease. Subtenant agrees that the Sublease is subordinate to the Lease.

3. Master Landlord agrees that if any action or proceeding is commenced by Master Landlord to enforce the Lease or for the termination of the Lease, provided Subtenant is not in default under the terms of the Lease or Sublease, Tenant shall not be disturbed in its tenancy.
4. Subtenant further agrees that, in the event Master Landlord succeeds to the interest of Lessor under the Sublease, or such Lease is terminated due to a default of Lessor, Subtenant will recognize and attorn to Master Landlord and Master Landlord will be deemed to have assumed all obligations of the Lessor under the Sublease, so as to establish direct privity of contract and estate between Subtenant and Master Landlord with the same force, effect and relative priority in time and right as if the Sublease had initially been entered in to between Subtenant and Master Landlord. In such event, Subtenant shall make all future payments to Master Landlord and shall modify all insurance policies and such other obligations to recognize Master Landlord as Subtenant's Landlord.
5. All noticed hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier, or certified or registered mail, return mail, return receipt requested, postage prepaid, addressed to the following addresses:

Master Landlord: General Services Administration
Property Acquisition and Realty Services Market
Programs
230 South Dearborn Street, Suite 3664
Chicago, Illinois 60604-1696

If to Lessors: Rush Development, Inc.
535 N. Michigan Avenue Suite 200
Chicago, Illinois 60601

If to Subterant: McCormick & Schmick MWP I, Inc.
720 S.W. Washington Suite 550
Portland, Oregon 97205

Either Subtenant, Master Landlord or Lessor may at any time change its address for such notices by delivery to the other parties, as aforesaid, a notice of such change.

6. The provisions of this Agreement are not intended to, and shall not, release Lessor, its successors and assigns from its obligations under the Lease.
7. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

8. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.
9. None of the provisions contained in this agreement may be deemed or construed to imply a waiver of the Master Landlord's rights as a sovereign.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date appearing in the notary acknowledgments set forth below, to be in effect for all purposes as of the day and year first above written.

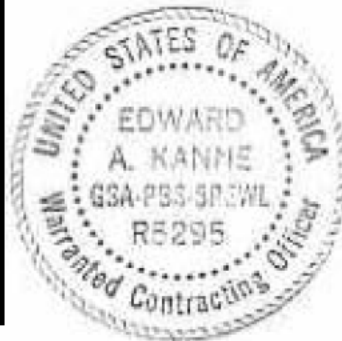
RUSH DEVELOPMENT, INC.

(b) (6)

Its: _____

MCCORMICK & SCHMICK MWP I, INC.

(b) (6)



Oregon
STATE OF ~~ILLINOIS~~)
Multnomah) SS
COUNTY OF ~~COOK~~)

BE IT REMEMBERED, that on this 16 day of February, 1998,
before me, the subscriber, a Notary Public in and for said State, personally appeared
Douglas L. Schmick, known to me to be the
Secy Treas. of McCormick & Schmick MWP I, Inc.
who executed the foregoing Subordination, Non-Disturbance and Attornment Agreement
and acknowledged the signing to be a voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my notarial seal, on the day and year last aforesaid.

(b) (6)



My Commission Expires: 7.2.99

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

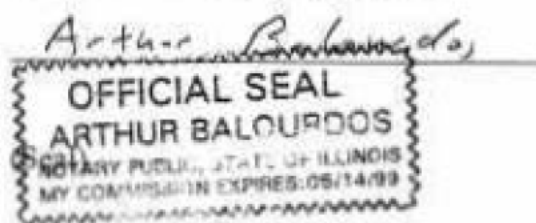
BE IT REMEMBERED, that on this 18 day of February, 1998,
before me, the subscriber, a Notary Public in and for said State, personally appeared
John Balourdos, known to me to be the
Vice President of Rush Development, Inc., who executed
the foregoing Subordination, Non-Disturbance and Attornment Agreement and
acknowledged the signing to be a voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my notarial seal, on the day and year last aforesaid.

(b) (6)

Notary Public

Printed Name of Notary Public



My Commission Expires: 5/14/99

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

BE IT REMEMBERED, that on this 27th day of February, 1998,
before me, the subscriber, a Notary Public in and for said State, personally appeared
E. A. KANN, known to me to be the
CONTRACTING OFFICER of the General Services Administration,
acting on behalf of the UNITED STATES OF AMERICA, who executed the foregoing
Subordination, Non-Disturbance and Attornment Agreement and acknowledged the
signing to be a voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my notarial seal, on the day and year last aforesaid.

(b) (6)

Notary Public

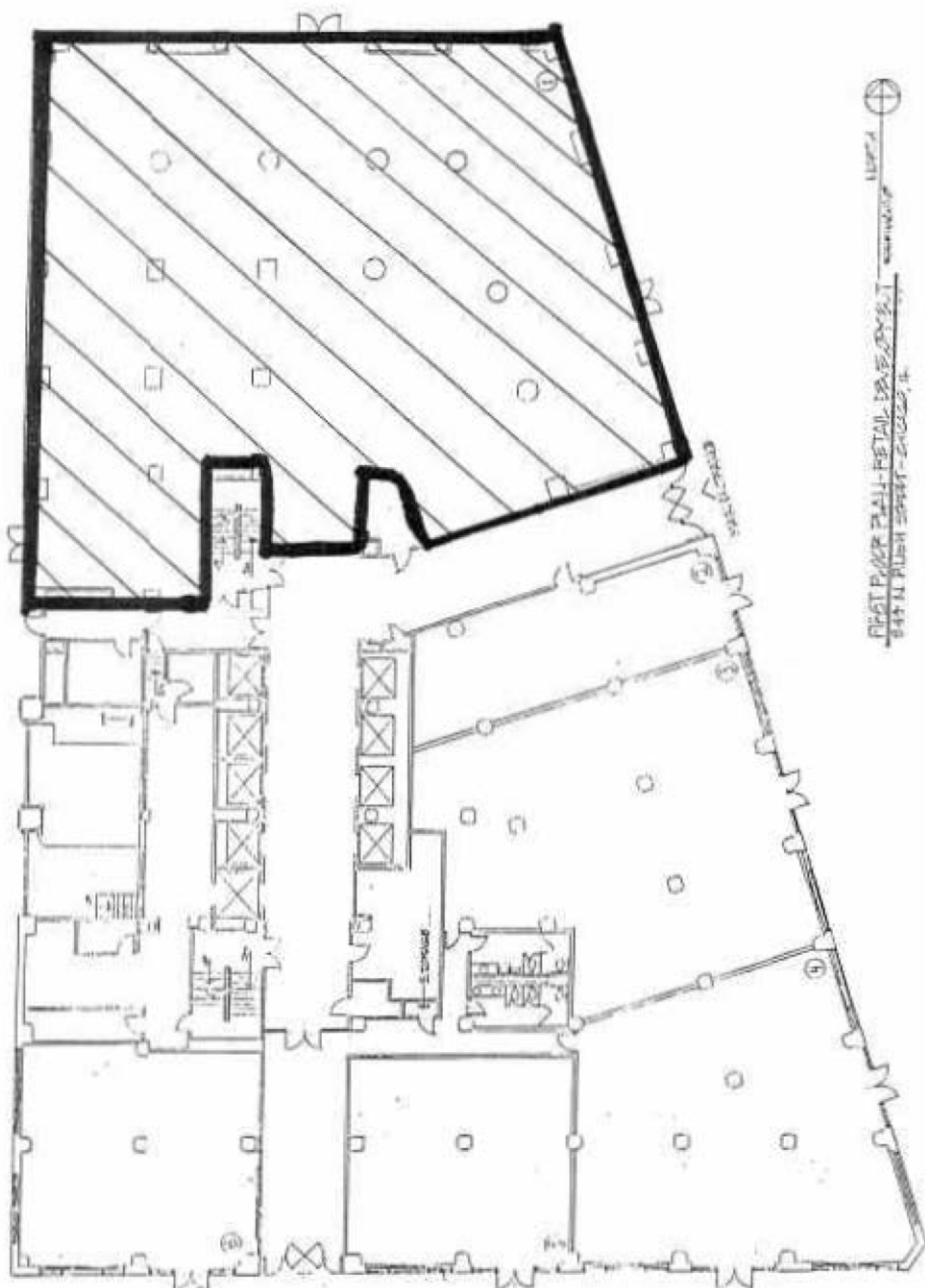
Printed Name of Notary Public

PAUL J. MAXSE

(Seal)

My Commission Expires: 4-19-98





NORTH
 FIRST FLOOR PLAN - RETAIL DEPARTMENT
 844 N. ALLEN STREET - CHICAGO, IL